



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119658

**Record No.:** CB 119658

**Type:** Ordinance (Ord)

**Status:** Passed

**Version:** 1

**Ord. no:** Ord 125951

**In Control:** City Clerk

**File Created:** 09/10/2019

**Final Action:** 10/11/2019

**Title:** AN ORDINANCE relating to rental agreements; relieving a tenant experiencing domestic violence, sexual assault, unlawful harassment, or stalking from liability for damage to the landlord's property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking; creating a landlord mitigation program; and amending Sections 7.24.020, 7.24.030, and 22.206.170 of, and adding new Section 7.24.033 to, the Seattle Municipal Code.

Date

**Notes:**

**Filed with City Clerk:**

**Mayor's Signature:**

**Sponsors:** Herbold

**Vetoed by Mayor:**

**Veto Overridden:**

**Veto Sustained:**

**Attachments:** Mayors Letter on Returning Bill Unsigned

**Drafter:** patrick.wigren@seattle.gov

**Filing Requirements/Dept Action:**

### History of Legislative File

**Legal Notice Published:**

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	09/11/2019	sent for review	Council President's Office			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Council President's Office						
1	Council President's Office	09/13/2019	sent for review	Civil Rights, Utilities, Economic Development, and Arts Committee			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Civil Rights, Utilities, Economic Development, and Arts Committee						

- 1 City Council 09/23/2019 referred Civil Rights,  
Utilities,  
Economic  
Development, and  
Arts Committee  
**Action Text:** The Council Bill (CB) was referred. to the Civil Rights, Utilities, Economic Development, and Arts  
Committee
- 1 Civil Rights, Utilities, 09/24/2019 pass Pass  
Economic Development,  
and Arts Committee  
**Action Text:** The Committee recommends that City Council pass the Council Bill (CB).  
In Favor: 2 Chair Herbold, Member O'Brien  
Opposed: 0
- 1 City Council 09/30/2019 passed Pass  
**Action Text:** The Council Bill (CB) was passed by the following vote, and the President signed the Bill:  
In Favor: 8 Councilmember Bagshaw, Council President Harrell, Councilmember  
Herbold, Councilmember Juarez, Councilmember Mosqueda,  
Councilmember O'Brien, Councilmember Pacheco, Councilmember  
Sawant  
Opposed: 0
- 1 City Clerk 10/03/2019 submitted for Mayor  
Mayor's signature
- 1 Mayor 10/11/2019 returned unsigned  
**Action Text:** The Council Bill (CB) was returned unsigned.
- 1 Mayor 10/11/2019 returned City Clerk  
**Action Text:** The Council Bill (CB) was returned. to the City Clerk
- 1 City Clerk 10/11/2019 attested by City Clerk  
**Action Text:** The Ordinance (Ord) was attested by City Clerk.
-

CITY OF SEATTLE

ORDINANCE 125951

COUNCIL BILL 119658

AN ORDINANCE relating to rental agreements; relieving a tenant experiencing domestic violence, sexual assault, unlawful harassment, or stalking from liability for damage to the landlord's property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking; creating a landlord mitigation program; and amending Sections 7.24.020, 7.24.030, and 22.206.170 of, and adding new Section 7.24.033 to, the Seattle Municipal Code.

WHEREAS, on February 4, 2019, Council adopted Resolution 31861, which outlined harms that evictions from housing have on tenants and marginalized communities; and

WHEREAS, Resolution 31861 prioritized exploration of solutions for seven problems identified in the Seattle Women's Commission and Housing Justice Project report "Losing Home: The Human Cost of Eviction in Seattle"; and

WHEREAS, "Losing Home" identified domestic violence as a reason tenants fall behind on rent and that domestic violence was a precursor to housing instability, especially for women; and

WHEREAS, the first problem identified for Council to address in Resolution 31861 was the "financial hardship for tenants experiencing domestic violence who are held liable for damages caused by a perpetrator of domestic violence"; and

WHEREAS, costs arising from acts of domestic violence can force a person experiencing domestic violence to go back to their abuser for financial reasons; and

WHEREAS, the formation of a landlord mitigation program allows the City to relieve the potential burden on survivors to pay for damages and support landlords who may not be able to recover damages from the perpetrator who has caused the damage and should be responsible for paying for repairs;

1 WHEREAS, Council intends to further strengthen provisions enforcing laws protecting  
2 survivors, including passing legislation to ensure the Seattle Department of Construction  
3 and Inspections can enforce state provisions regarding early termination of rental  
4 agreements for survivors of domestic violence, sexual assault, stalking, and unlawful  
5 harassment; NOW, THEREFORE,

6 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

7 Section 1. Section 7.24.020 of the Seattle Municipal Code, last amended by Ordinance  
8 125901, is amended as follows:

9 **7.24.020 Definitions**

10 As used in this Chapter 7.24:

11 “Department” means the Seattle Department of Construction and Inspections or its  
12 successor.

13 “Domestic violence” has the meaning defined in RCW 26.50.010 as amended.

14 “Director” means the Director of the Seattle Department of Construction and Inspections  
15 or the Director's designee.

16 “Family or household members” has the meaning defined in RCW 26.50.010 as  
17 amended.

18 “Hearing Examiner” means the official appointed by the Council and designated as the  
19 Hearing Examiner, or that person's designee (Deputy Hearing Examiner, Hearing Examiner Pro  
20 Tem, etc.).

21 “Housing costs” means rent as defined by chapter 59.18 RCW.

22 “Intimate partner” has the meaning defined in RCW 26.50.010 as amended. For purposes  
23 of this definition, “dating relationship” has the meaning defined in RCW 26.50.010 as amended.

1 \* \* \*

2 “Pet damage deposit” means money that is paid by the tenant to the landlord at any time  
3 as security to pay for damage to the landlord's property that is caused by a pet for which the  
4 tenant is responsible.

5 “Qualified third party” means any of the following people acting in their official or  
6 employment capacity:

7 1. Law enforcement officers;

8 2. Persons subject to the provisions of chapter 18.120 RCW;

9 3. Employees of a court of the state;

10 4. Licensed mental health professionals or other licensed counselors;

11 5. Employees of crime victim/witness programs as defined in RCW 7.69.020 who  
12 are trained advocates for the program;

13 6. Members of the clergy as defined in RCW 26.44.020; and

14 7. Persons performing case management employed at social service agencies.

15 \* \* \*

16 “Security deposit” means any payment, fee, charge, or deposit of money paid to the  
17 landlord by the tenant at the beginning of the tenancy as a deposit and security for performance  
18 of the tenant's obligations in a written rental agreement, but does not include payment of a  
19 reservation fee authorized by RCW 59.18.253(2) or a payment to assure the payment of rent,  
20 provided that a security deposit may be applied to rent as provided in Section 7.24.030. Security  
21 deposits include payments, charges, or deposits for the purpose of:



1           H. Any rental agreement entered into after December 31, 2019 is subject to the  
2 requirements of this subsection 7.24.030.H.

3                   1. A tenant is not liable for damage to the landlord's property that was caused by  
4 a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking if:

5                           a. The tenant notifies the landlord in writing that the tenant, family or  
6 household member, or intimate partner was a victim of domestic violence, sexual assault,  
7 unlawful harassment, or stalking and that the damage to the landlord's property was caused by  
8 the perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking  
9 regardless of whether the property damage occurred during an act of domestic violence, sexual  
10 assault, unlawful harassment, or stalking; and

11                           b. The tenant provides documentation to the landlord that the tenant,  
12 family or household member, or intimate partner was a victim of domestic violence, sexual  
13 assault, unlawful harassment, or stalking and that the perpetrator of the domestic violence, sexual  
14 assault, unlawful harassment, or stalking caused the property damage. The documentation shall  
15 consist of a document signed and dated by a qualified third party stating:

16                                   1) That the tenant notified the qualified third party that the tenant,  
17 family or household member, or intimate partner was a victim of domestic violence, sexual  
18 assault, unlawful harassment, or stalking;

19   2) The time and date the act or acts of property damage occurred;

20   3) The location where the act or acts of property damage occurred;

21   4) A brief description of the act or acts of property damage; and

22   5) That the tenant informed the qualified third party of the name of  
23 the perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or

1 stalking and that the perpetrator is the person who caused the property damage. The record of the  
2 report provided to the tenant, family or household member, or intimate partner shall not include  
3 the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault,  
4 unlawful harassment, or stalking. The qualified third party shall keep a copy of the record of the  
5 report and shall note on the retained copy the name of the alleged perpetrator of the act or acts of  
6 domestic violence, sexual assault, unlawful harassment, or stalking. The written record may be in  
7 the form of a copy of a valid order of protection, if it contains elements 7.24.030.H.1.b.1 through  
8 7.24.030.H.1.b.5, under one or more of the following: chapters 7.90, 26.26A, 26.26B, or 26.50  
9 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040(2) or (3), or 26.09.050.

10 2. The provision of verification of a report under subsection 7.24.030.H.1.b does  
11 not waive the confidential or privileged nature of the communication between a victim of  
12 domestic violence, sexual assault, unlawful harassment, or stalking with a qualified third party  
13 pursuant to RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence obtained from  
14 such disclosure may be used in any civil, administrative, or criminal proceeding against the  
15 victim unless a written waiver of applicable evidentiary privilege is obtained, except that the  
16 verification itself, and no other privileged information, under subsection 7.24.030.H.1.b may be  
17 used in civil proceedings brought under this Section 7.24.030.

18 3. Nothing in this subsection 7.24.030.H precludes a landlord from seeking  
19 compensation from the perpetrator of domestic violence, sexual assault, unlawful harassment, or  
20 stalking for damage to the landlord's property caused by the perpetrator.

21 Section 3. A new Section 7.24.033 is added to the Seattle Municipal Code as follows:  
22 **7.24.033 Landlord mitigation program for damages caused by a perpetrator of domestic**  
23 **violence, sexual assault, unlawful harassment, or stalking**



1           A. Program established

2                   1. A landlord mitigation program is established to reimburse landlords for certain  
3 costs incurred by the landlord to repair damage to the landlord's real or personal property caused  
4 by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking when the  
5 victim of the domestic violence, sexual assault, unlawful harassment, or stalking occupies the  
6 rental unit and is the tenant, a member of the tenant's family or household, or an intimate partner.

7                   2. Reimbursement is authorized for damage to the landlord's real or personal  
8 property, excluding normal wear and tear, including but are not limited to: Wall gouges and  
9 holes; damage to doors and cabinets, including hardware; carpet stains or burns; cracked tiles or  
10 hard surfaces; broken windows; damage to household fixtures such as disposals, toilets, sinks,  
11 sink handles, ceiling fans, and lighting.

12           B. Requirements for reimbursement

13           To obtain reimbursement, the landlord must:

14                   1. Have registered the rental property with the Department if registration is  
15 otherwise required by Section 22.214.040;

16                   2. Have completed the move-in checklist or statement required by RCW  
17 59.18.260, that is signed and dated by the landlord and the tenant, and provided the tenant with a  
18 copy of the signed checklist or statement;

19                   3. Have repaired the damaged property;

20                   4. Have sought compensation for the damage pursuant to any property insurance  
21 policy and have had the claim denied;

22                   5. Apply for reimbursement to the Department on a form provided by the  
23 Department and signed by the landlord under penalty of perjury;

1                   6. Submit to the Department materials substantiating the damage and the cost of  
2 repair, such as a copy of the inspection checklist or statement identified in subsection  
3 7.24.033.B.2, documents and materials describing the property damage, including but not limited  
4 to photographs or videos showing the property damage and copies of repair receipts for labor and  
5 materials;

6                   7. Submit written or documentary evidence to the Department showing that the  
7 property damage was caused by a perpetrator of domestic violence, sexual assault, unlawful  
8 harassment, or stalking, regardless of whether damage was caused during an act of domestic  
9 violence, sexual assault, unlawful harassment, or stalking;

10                  8. Submit written or documentary evidence to the Department showing that when  
11 the property damage occurred:

12                   a. The rental unit was occupied by a tenant, a member of the tenant's  
13 family or household, or an intimate partner;

14                   b. The occupant was a victim of the domestic violence, sexual assault,  
15 unlawful harassment, or stalking; and

16                   c. The perpetrator of the domestic violence, sexual assault, unlawful  
17 harassment, or stalking is the same person who damaged the property;

18                  9. Agree to waive any right to seek compensation from the tenant for the property  
19 damage eligible for reimbursement under the program;

20                  10. Not have obtained compensation from the person who caused the property  
21 damage unless the amount of compensation obtained is less than the amount of reimbursement  
22 allowed by this Section 7.24.033, in which case the amount of reimbursement allowed shall be  
23 reduced by the amount of compensation obtained. If the landlord obtains compensation from the

1 person who caused the property damage after the landlord has received reimbursement under this  
2 program, the landlord shall refund to the City an amount of money that is equivalent to the  
3 compensation obtained but not exceeding the amount of reimbursement received under the  
4 program; and

5           11. Submit a claim for reimbursement including supporting materials and  
6 documents to the Department within one year of the date the tenant vacates the unit.

7           C. Amount of reimbursement

8           1. The amount of reimbursement is limited to costs of repair that exceed \$500.  
9 Reimbursement for costs that exceed \$500 is limited to \$1,000.

10           2. The availability of funds for reimbursement is subject to the existence of  
11 budget appropriations for that purpose. A claim for reimbursement shall be denied if insufficient  
12 funds are available in the program to pay the claim. The Department shall not be civilly or  
13 criminally liable and may not have any penalty or cause of action of any nature arise against it  
14 regarding the provision or lack of provision of funds for reimbursement.

15           3. Repair costs that are eligible for reimbursement may not exceed costs that are  
16 usual and customary for performing the repair within Seattle.

17           D. Administration

18           1. The Department may inspect the rental unit and the landlord's records related  
19 to the claim to determine if the claim should be approved.

20           2. The Department must include on its web site a description of the landlord  
21 mitigation program and links to Department rules and policies relating to the program.

22           3. Neither the City, the Department, or persons acting on behalf of the  
23 Department, while acting within the scope of their employment or agency, is liable to any person

1 for any loss, damage, harm, or other consequence resulting directly or indirectly from the  
2 Department's administration of the landlord mitigation program or decisions made under this  
3 Section 7.24.033.

4 Section 4. The Department should adopt rules to implement Section 3 of this ordinance  
5 no later than July 1, 2020.

6 Section 5. Section 22.206.170 of the Seattle Municipal Code, last amended by Ordinance  
7 125343, is amended as follows:

8 **22.206.170 Duties of tenants**

9 It (~~shall be~~) is the duty of every tenant to:

10 \* \* \*

11 E. Within a reasonable time, repair or pay for the reasonable cost of repair of all damage  
12 to the building caused by the negligent or intentional act of the tenant or the invitees or licensees  
13 of the tenant, unless the tenant is exempt from liability pursuant to subsection 7.24.030.H;

14 \* \* \*

1 Section 6. Sections 1, 2, 4, and 5 of this ordinance shall take effect and be in force on  
2 January 1, 2020.

3 Section 7. Section 3 of this ordinance shall take effect and be in force on July 1, 2020.

4 Section 8. This ordinance shall take effect and be in force 30 days after its approval by  
5 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
6 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

7 Passed by the City Council the 30<sup>th</sup> day of September, 2019,  
8 and signed by me in open session in authentication of its passage this 30<sup>th</sup> day of  
9 September, 2019.

10 

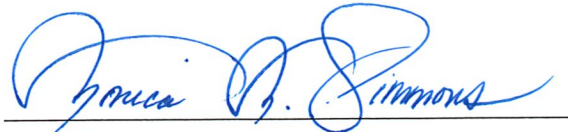
11 President \_\_\_\_\_ of the City Council

12 Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

13 **Returned Unsigned  
by Mayor**

14 Jenny A. Durkan, Mayor

15 Filed by me this 11<sup>th</sup> day of OCTOBER, 2019.

16 

17 Monica Martinez Simmons, City Clerk

18 (Seal)



**City of Seattle**  
Mayor Jenny A. Durkan

FILED  
CITY OF SEATTLE  
19 OCT 11 PM 2:05  
CITY CLERK

October 11, 2019

Monica Martinez Simmons  
Seattle City Clerk  
600 4<sup>th</sup> Avenue, 3<sup>rd</sup> Floor  
Seattle, WA 98124

Dear Ms. Martinez Simmons,

I strongly believe we need to pursue every opportunity to ensure families have access to stable housing and to do more to protect renters, especially renters who are also victims of domestic violence. The City of Seattle must provide every possible support for survivors of domestic violence and their families.

Council Bill 119606 and Council Bill 119658 were passed by City Council and reflect our shared goals of helping renters stay in their homes and protecting domestic violence survivors. However, a review of the legislation and advice from the City's lawyers raise significant financial, legal, and implementation concerns with these bills. Because of these concerns, I have returned Council Bill 119606 and Council Bill 119658 unsigned, understanding they will become law.

I am mindful that the recent Showbox litigation cost the City \$1.36 million to resolve, which included payment to the plaintiff and City's own outside counsel fees. These resources could have helped many in our city who rely on our support. However, I also understand that the margin of Council support indicate that they want to move forward despite the legal and financial risk.

As we have been advised, Council Bill 119606 significantly expands the definition of "family" and other permissible co-tenants and greatly restricts any landlord's ability to limit the number of persons who may occupy the premises. We must ensure that renting remains affordable for all Seattle residents. Allowing tenants to join with family and roommates is an economic reality in our city and is an important component of a livable, welcoming and affordable city. However, Council Bill 119606 unfortunately stretches the definition of additional occupants in a rental unit in a manner that raises important legal concerns that may subject the bill to litigation. These legal concerns, combined with the truly immediate need for and co-living arrangements, could generate significant uncertainty and could result in an increased need for relevant City departments to help resolve the confusion; yet Council has provided no clear path or budgetary resources to address this.

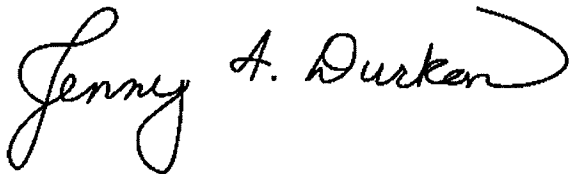
No survivor of domestic abuse should then be forced to pay for damages, or, worse, lose their housing because of the damages caused by their abuser. Council Bill 119658 aims to address this challenge by relieving tenants from liability to a landlord for damage caused by an alleged perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking upon a tenant. It also establishes a landlord mitigation program to reimburse property owners for costs incurred by them to repair such property

damage. Both of these are the right goals. However, the way the bill accomplishes its intended goals creates several legal concerns that were left unaddressed before passage.

In addition, the mitigation fund, which the bill sponsor has stated is intended to reduce the likelihood of the ordinance being challenged in court, is not only unfunded in the legislation, the formula used would not cover all damages. The landlord could theoretically pursue the abuser for the damages, but it is unlikely that they will have the actual ability to do so, and the mitigation fund is designed to not fully compensate a landlord for the losses they experience because of the property destruction. I am concerned this may lead to legal challenges or collateral consequences for the victim tenant, thereby failing to achieve its stated goal. I am fully committed to finding a true solution for those tenants experiencing domestic violence (including alternatives proposed by Seattle Department of Construction and Inspections) and we are prepared to work with interested stakeholders to remedy the potential problems created by this bill.

For both bills, we stand ready to assist and prepare legislation that addresses these concerns. I am hopeful revised legislation can be enacted to correct the risks, because experience has shown failing to heed the legal risks of legislation often expensively delays needed protections that help those most vulnerable and most in need of protection.

Sincerely,

A handwritten signature in black ink that reads "Jenny A. Durkan". The signature is written in a cursive, flowing style with a large initial "J" and a long, sweeping underline.

Jenny A. Durkan  
Mayor of Seattle