Council Bill 118817: Amendment 7
Sponsor: Councilmember Herbold

Remove the requirement that a tenant must have requested return of the security deposit prior to seeking double the amount of the security deposit if a landlord has unlawfully withheld return of all or a portion of the deposit. State law does not require that the tenant makes a request for the return of the security deposit; the landlord must return the deposit, or provide a statement of the basis for retaining any of the deposit, within 21 days after termination of the rental agreement.

Text in RED: new amendment language

Section 6. Section 7.24.060 of the Seattle Municipal Code, last amended by Ordinance 119171, is amended as follows:

7.24.060 ((Landlord liability to tenant.)) Private right of action

A. Landlord liability to tenant

1. If a landlord attempts to enforce provisions in a rental agreement that are contrary to ((those required to be included in a rental agreement by Section 7.24.030 A or includes provisions prohibited by Section 7.24.030 B in a rental agreement entered into after the effective date of this ordinance)) the requirements of Sections 7.24.030, 7.24.035, 7.24.036, or 7.24.038, the landlord shall be liable to the tenant for: 1) any actual damages incurred by the tenant as a result of the landlord's attempted enforcement; ((plus)) 2) double the amount of any penalties imposed by the City; ((or)) 3) double the amount of any security deposit ((forfeited,)) unlawfully charged or withheld by the landlord; ((as well as)) and 4) reasonable attorney fees and costs. ((Prior to seeking damages and penalties for failure to return a security deposit, the tenant must have)) The landlord is not liable for double the amount of the security deposit for unlawfully withholding return of all or a portion of the security deposit unless the tenant has requested return of the security deposit from the landlord)).

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