



SEATTLE CITY COUNCIL

Legislative Summary

CB 119726

Record No.: CB 119726

Type: Ordinance (Ord)

Status: Passed

Version: 3

Ord. no: Ord 126041

In Control: City Clerk

File Created: 12/06/2019

Final Action: 02/24/2020

Title: AN ORDINANCE relating to termination of residential rental tenancies; prohibiting evictions in winter months; and amending Section 22.206.160 of the Seattle Municipal Code.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Mayors Memo on returning Council Bill 119726 unsigned.pdf

Reviewer: A. Pennucci

Uploaded By: Emilia.Sanchez@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	12/06/2019	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
1	City Council	12/09/2019	referred	City Council			
	Action Text: The Council Bill (CB) was referred. to the City Council						
1	City Council	01/13/2020	re-referred	Sustainability and Renters' Rights Committee			
	Action Text: The Council Bill (CB) was re-referred. to the Sustainability and Renters' Rights						
1	Sustainability and Renters' Rights Committee	01/23/2020	pass as amended				Pass
	Action Text: The Committee recommends that City Council pass as amended the Council Bill (CB). In Favor: 3 Chair Sawant, Vice Chair Morales, Member Lewis Opposed: 0						

Abstain: 1 Member Pedersen

2 City Council 02/03/2020 held Pass

Action Text: The Motion carried, and Council Bill (CB) 119726 was held until February 10, 2020 by the following vote:

Notes: Motion was made and duly seconded to hold Council Bill 119726 until February 10, 2020.

In Favor: 6 Councilmember Lewis, Councilmember Morales, Councilmember Mosqueda, Councilmember Pedersen, Councilmember Sawant, Councilmember Strauss

Opposed: 0

2 City Council 02/10/2020 passed as amended Pass

Action Text: The Motion carried, and the Council Bill (CB) was passed as amended by the following vote:

Notes: ACTION 1:

Motion was made by Councilmember Sawant, duly seconded and carried, to amend Council Bill 119726, as shown in Attachment 1 to the Minutes.

ACTION 2:

Motion was made by Councilmember Lewis, duly seconded and carried, to amend Council Bill 119726, as shown in Attachment 2 to the Minutes.

ACTION 3:

By Unanimous consent, the Council Rules were suspended to allow Aly Pennucci, Council Central Staff, to address the Council.

Motion was made by Councilmember Pedersen and duly seconded, to amend Council Bill 119726, as shown in Attachment 3 to the Minutes.

The Motion carried by the following vote:

In Favor: 4 - Lewis, Mosqueda, Pedersen, Strauss
Opposed: 3 - Herbold, Morales, Sawant

ACTION 4:

Motion was made by Councilmember Herbold and duly seconded, to amend Council Bill 119726, as shown in Attachment 4 to the Minutes.

The Motion carried by the following vote:

In Favor: 5 - Herbold, Lewis, Mosqueda, Pedersen, Strauss
Opposed: 2 - Morales, Sawant

ACTION 5:

Motion was made by Councilmember Strauss and duly seconded, to amend Council Bill 119726, as shown in Attachment 5 to the Minutes.

The Motion carried by the following vote:

In Favor: 4 - Lewis, Mosqueda, Pedersen, Strauss
Opposed: 3 - Herbold, Morales, Sawant

ACTION 6:

Motion was made by Councilmember Strauss and duly seconded, to amend Council Bill 119726, as shown in Attachment 6 to the Minutes.

The Motion carried by the following vote:

In Favor: 4 - Herbold, Lewis, Pedersen, Strauss
Opposed: 3 - Morales, Mosqueda, Sawant

ACTION 7:

Motion was made and duly seconded to pass Council Bill 119726 as amended.

In Favor: 7 Councilmember Herbold, Councilmember Lewis, Councilmember Morales, Councilmember Mosqueda, Councilmember Pedersen, Councilmember Sawant, Councilmember Strauss

Opposed: 0

- | | | | | |
|---|---------------------|------------|-------------------------------------------------------|------------|
| 3 | City Clerk | 02/14/2020 | submitted for
Mayor's signature | Mayor |
| 3 | Mayor | 02/24/2020 | returned unsigned | |
| | Action Text: | | The Council Bill (CB) was returned unsigned. | |
| 3 | Mayor | 02/24/2020 | returned | City Clerk |
| | Action Text: | | The Council Bill (CB) was returned. to the City Clerk | |
| 3 | City Clerk | 02/24/2020 | attested by City Clerk | |
| | Action Text: | | The Ordinance (Ord) was attested by City Clerk. | |
-



City of Seattle
Mayor Jenny A. Durkan

FILED
CITY OF SEATTLE
20 FEB 24 PM 4: 27
CITY CLERK

February 24, 2020

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

Dear Ms. Martinez Simmons,

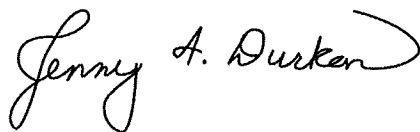
I have returned Council Bill 119726 unsigned, understanding it will become law. I share the Council's goal of preventing tenants from being evicted from rental housing in winter, particularly those who face the specter of homelessness as a result. However, the bill is flawed and does not accomplish these goals: 1) it does not actually protect vulnerable households at risk of eviction; 2) it could subject the City to a protracted and expensive legal battle, meaning we will spend money on lawyers when we could spend it helping people; and 3) we should be focused on existing, proven solutions that we know will actually keep low-income households at risk of eviction in their homes.

As the Directors of the Seattle Department of Construction and Inspections, Office of Housing, Human Services Department, and Seattle Housing Authority wrote to Council on February 4, Council Bill 119726 is fundamentally flawed. As currently written, and Council acknowledges, this bill is not a "ban" on winter evictions but rather a potential defense an individual can raise in court. The defense is then only possible if the tenant or tenant's lawyer appears in person in court to raise that argument. A study conducted by the Seattle Women's Commission and the King County Bar Association's Housing Justice Project showed that nearly half of evictions ended in a default judgment because the tenant failed to contest the eviction or appear in court. This bill provides them no relief. In addition, the defense would no longer be valid beginning March 1, which ultimately does not prevent evictions, it only delays them and leads to greater debt and difficulty getting new housing. Additional concerns with the bill are outlined in the attached February 4 memo.

My first priority throughout the debate over Council Bill 119726 has been to protect our vulnerable renters, particularly those who could slip into homelessness. It is regrettable that this bill does not do that, but instead yet again opens the City up to significant legal liability and cost. I would rather spend those litigation dollars directly helping families. That is why I will be transmitting legislation this week that invests in proven programs that actually help Seattle residents stay in their homes when they do not have the financial resources to cover rent for a short-term period. Programs like United Way's Home Base, which last year helped more than 800 households avoid eviction, can be expanded with City dollars to ensure Seattle residents will be assisted. The legislation will also ensure that landlords give tenants notice of these programs before taking any action, and that the programs get money in the hands of people when they need it.

I look forward to working with councilmembers in passing legislation that can actually help tenants before next winter begins. Councilmember Lewis recognized the gaps in CB 119726, and amended the bill to authorize a future mitigation fund for low-income tenants. He has agreed to sponsor this new legislation in order to get assistance to tenants faster via an existing program. I also welcome any future legislation from Council that further amends CB 119726 to ameliorate the ongoing operational and legal concerns previously identified in the legislation.

Sincerely,

A handwritten signature in black ink that reads "Jenny A. Durkan". The signature is written in a cursive, flowing style.

Jenny A. Durkan
Mayor of Seattle

Attachment 1: February 4, 2020 Memo Re: "Protecting Renters from Evictions"

CITY OF SEATTLE

ORDINANCE 126041

COUNCIL BILL 119726

AN ORDINANCE relating to termination of residential rental tenancies; prohibiting evictions in winter months; and amending Section 22.206.160 of the Seattle Municipal Code.

WHEREAS, on November 2, 2015, the Mayor issued a Civil Emergency to address the homelessness crisis in the City of Seattle; and

WHEREAS, on November 3, 2015, the City Council adopted Resolution 31630, ratifying and confirming the Mayoral Proclamation of Civil Emergency; and

WHEREAS, in September 2018, the Seattle Women's Commission and the King County Bar Association jointly published *Losing Home: The Human Cost of Eviction in Seattle*, finding that households who are evicted face material hardships that make it more difficult to secure safe and affordable housing and that the most disadvantaged groups face the highest likelihood of eviction; and

WHEREAS, the *Losing Home* report found that most evicted respondents became homeless, with 37.5 percent completely unsheltered, 25.0 percent living in a shelter or transitional housing, and 25.0 percent staying with family or friends. Only 12.5 percent of evicted respondents found another apartment or home to move into; and

WHEREAS, in 2018, the King County Medical Examiner's Office (KCMEO) investigated the deaths of 194 individuals presumed to be homeless. This represents 25 more deaths than investigated in 2017; and

WHEREAS, people experiencing homelessness have a much higher risk than the general population of developing exposure-related conditions. The KCMEO 2018 investigation found that over half (n=107) of presumed homeless deaths investigated occurred outside

1 and that approximately 62 percent (n=121) of presumed homeless deaths investigate were
2 attributed to non-natural causes (drug overdose, accidents (that includes hypothermia),
3 suicide, homicide, and undetermined); and

4 WHEREAS, the Washington State Legislature has declared a state policy to help residents who
5 are experiencing a temporary crisis in retaining stable housing to avoid eviction from
6 their homes, as expressed in Laws of 2019 c 356 section 1; and

7 WHEREAS, prohibiting evictions during winter months will protect the public health, safety,
8 and welfare by reducing the number of individuals and families entering into
9 homelessness during the wintertime, which means lowering the number of people at
10 higher risk of developing exposure-related conditions; NOW, THEREFORE,

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

12 Section 1. Subsection 22.206.160.C of the Seattle Municipal Code, which section was
13 last amended by Ordinance 125954, is amended as follows:

14 **22.206.160 Duties of owners**

15 * * *

16 C. Just cause eviction

17 1. Pursuant to provisions of the Washington State Residential Landlord-Tenant
18 Act (RCW 59.18.290), an owner((s)) may not evict a residential tenant((s)) without a court order,
19 which can be issued by a court only after the tenant has an opportunity in a show cause hearing
20 to contest the eviction (RCW 59.18.380). An o((Θ))wner((s)) of a housing unit((s)) shall not
21 evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of
22 any tenant, unless the owner can prove in court that just cause exists. Regardless of whether just
23 cause for eviction may exist, an o((Θ))wner((s)) may not evict a residential tenant((s)) from a

1 rental housing unit((s)) if: the unit((s-are)) is not registered with the Seattle Department of
2 Construction and Inspections if required by Section 22.214.040; or if subsection 22.206.160.C.8
3 provides the tenant a defense to the eviction (~~(, regardless of whether just cause for eviction may~~
4 ~~exist)).~~

5 An owner is in compliance with ~~((this))~~ the registration requirement if the rental
6 housing unit is registered with the Seattle Department of Construction and Inspections before
7 issuing a notice to terminate tenancy. The reasons for termination of tenancy listed below, and no
8 others, shall constitute just cause under this Section 22.206.160:

9 a. The tenant fails to comply with a 14 day notice to pay rent or vacate
10 pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW
11 59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related
12 activity nuisance pursuant to chapter 7.43 RCW), or maintenance of an unlawful business or
13 conduct pursuant to RCW 59.12.030(5);

14 b. The tenant habitually fails to pay rent when due which causes the owner
15 to notify the tenant in writing of late rent four or more times in a 12 month period;

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

19 d. The tenant habitually fails to comply with the material terms of the
20 rental agreement which causes the owner to serve a ten day notice to comply or vacate three or
21 more times in a 12 month period;

22 e. The owner seeks possession so that the owner or a member of ~~((his or~~
23 ~~her))~~ the owner's immediate family may occupy the unit as that person's principal residence and

1 no substantially equivalent unit is vacant and available in the same building, and the owner has
2 given the tenant at least 90 days' advance written notice of the date the tenant's possession is to
3 end. The Director may reduce the time required to give notice to no less than 20 days if the
4 Director determines that delaying occupancy will result in a personal hardship to the owner or to
5 the owner's immediate family. Personal hardship may include but is not limited to hardship
6 caused by illness or accident, unemployment, or job relocation. For the purposes of this Section
7 22.206.160, "Immediate family" includes the owner's domestic partner registered pursuant to
8 Section 1 of Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers
9 and sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There is a
10 rebuttable presumption of a violation of this subsection 22.206.160.C.1.e if the owner or a
11 member of the owner's immediate family fails to occupy the unit as that person's principal
12 residence for at least 60 consecutive days during the 90 days immediately after the tenant
13 vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the
14 cause for eviction;

15 f. The owner elects to sell a single-family dwelling unit and gives the
16 tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide
17 with the end of the term of a rental agreement, or if the agreement is month to month, with the
18 last day of a monthly period. The Director may reduce the time required to give notice to no less
19 than 60 days if the Director determines that providing 90 days' notice will result in a personal
20 hardship to the owner. Personal hardship may include but is not limited to hardship caused by
21 illness or accident, unemployment, or job relocation. For the purposes of this Section
22 22.206.160, an owner "elects to sell" when the owner makes reasonable attempts to sell the
23 dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale

1 at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a
2 newspaper of general circulation. There shall be a rebuttable presumption that the owner did not
3 intend to sell the unit if:

4 1) Within 30 days after the tenant has vacated, the owner does not
5 list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise
6 it for sale at a reasonable price in a newspaper of general circulation, or

7 2) Within 90 days after the date the tenant vacated or the date the
8 property was listed for sale, whichever is later, the owner withdraws the rental unit from the
9 market, rents the unit to someone other than the former tenant, or otherwise indicates that the
10 owner does not intend to sell the unit;

11 g. The tenant's occupancy is conditioned upon employment on the
12 property and the employment relationship is terminated;

13 h. The owner seeks to do substantial rehabilitation in the building;
14 provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210
15 and at least one permit necessary for the rehabilitation, other than a Master Use Permit, before
16 terminating the tenancy;

17 i. The owner (i) elects to demolish the building, convert it to a cooperative,
18 or convert it to a nonresidential use; provided that, the owner must obtain a tenant relocation
19 license if required by Chapter 22.210 and a permit necessary to demolish or change the use
20 before terminating any tenancy, or (ii) converts the building to a condominium provided the
21 owner complies with the provisions of Sections 22.903.030 and 22.903.035;

22 j. The owner seeks to discontinue use of a housing unit unauthorized by
23 Title 23 after receipt of a notice of violation. The owner is required to pay relocation assistance

1 to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the
2 tenancy, at the rate of:

3 1) \$2,000 for a tenant household with an income during the past 12
4 months at or below 50 percent of the County median income, or

5 2) Two months' rent for a tenant household with an income during
6 the past 12 months above 50 percent of the County median income;

7 k. The owner seeks to reduce the number of individuals residing in a
8 dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling
9 unit, as required by Title 23, and:

10 1)

11 a) The number of such individuals was more than is lawful
12 under the current version of Title 23 but was lawful under Title 23 or Title 24 on August 10,
13 1994;

14 b) That number has not increased with the knowledge or
15 consent of the owner at any time after August 10, 1994; and

16 c) The owner is either unwilling or unable to obtain a
17 permit to allow the unit with that number of residents.

18 2) The owner has served the tenants with a 30 day notice,
19 informing the tenants that the number of tenants exceeds the legal limit and must be reduced to
20 the legal limit,

21 3) After expiration of the 30 day notice, the owner has served the
22 tenants with and the tenants have failed to comply with a ten day notice to comply with the limit
23 on the number of occupants or vacate, and

1 4) If there is more than one rental agreement for the unit, the owner
2 may choose which agreements to terminate; provided that, the owner may either terminate no
3 more than the minimum number of rental agreements necessary to comply with the legal limit on
4 the number of occupants, or, at the owner's option, terminate only those agreements involving
5 the minimum number of occupants necessary to comply with the legal limit;

6 1.

7 1) The owner seeks to reduce the number of individuals who reside
8 in one dwelling unit to comply with the legal limit after receipt of a notice of violation of the
9 Title 23 restriction on the number of individuals allowed to reside in a dwelling unit, and:

10 a) The owner has served the tenants with a 30 day notice,
11 informing the tenants that the number of tenants exceeds the legal limit and must be reduced to
12 the legal limit; provided that(~~(;)~~) no 30 day notice is required if the number of tenants was
13 increased above the legal limit without the knowledge or consent of the owner;

14 b) After expiration of the 30 day notice required by
15 subsection 22.206.160.1.1.a (~~(above)~~), or at any time after receipt of the notice of violation if no
16 30 day notice is required pursuant to subsection 22.206.160.1.1.a, the owner has served the
17 tenants with and the tenants have failed to comply with a ten day notice to comply with the
18 maximum legal limit on the number of occupants or vacate; and

19 c) If there is more than one rental agreement for the unit,
20 the owner may choose which agreements to terminate; provided that(~~(;)~~) the owner may either
21 terminate no more than the minimum number of rental agreements necessary to comply with the
22 legal limit on the number of occupants, or, at the option of the owner, terminate only those

1 agreements involving the minimum number of occupants necessary to comply with the legal
2 limit.

3 2) For any violation of the maximum legal limit on the number of
4 individuals allowed to reside in a unit that occurred with the knowledge or consent of the owner,
5 the owner is required to pay relocation assistance to the tenant(s) of each such unit at least two
6 weeks prior to the date set for termination of the tenancy, at the rate of:

7 a) \$2,000 for a tenant household with an income during the
8 past 12 months at or below 50 percent of the county median income, or

9 b) Two months' rent for a tenant household with an income
10 during the past 12 months above 50 percent of the county median income;

11 m. The owner seeks to discontinue use of an accessory dwelling unit for
12 which a permit has been obtained pursuant to Sections 23.44.041 and 23.45.545 after receipt of a
13 notice of violation of the development standards provided in those sections. The owner is
14 required to pay relocation assistance to the tenant household residing in such a unit at least two
15 weeks prior to the date set for termination of the tenancy, at the rate of:

16 1) \$2,000 for a tenant household with an income during the past 12
17 months at or below 50 percent of the county median income, or

18 2) Two months' rent for a tenant household with an income during
19 the past 12 months above 50 percent of the county median income;

20 n. An emergency order requiring that the housing unit be vacated and
21 closed has been issued pursuant to Section 22.206.260 and the emergency conditions identified
22 in the order have not been corrected;

1 o. The owner seeks to discontinue sharing with a tenant of the owner's
2 own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a
3 tenant of an accessory dwelling unit authorized pursuant to Sections 23.44.041 and 23.45.545
4 that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy
5 of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit
6 on the same lot. This subsection 22.206.160.C.1.o does not apply if the owner has received a
7 notice of violation of the development standards of Section 23.44.041. If the owner has received
8 such a notice of violation, subsection 22.206.160.C.1.m applies;

9 p. A tenant, or with the consent of the tenant, the tenant's subtenant,
10 sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property
11 or public right-of-way abutting the premises, and the owner has specified in the notice of
12 termination the crime alleged to have been committed and the general facts supporting the
13 allegation, and has assured that the Seattle Department of Construction and Inspections has
14 recorded receipt of a copy of the notice of termination. For purposes of this subsection
15 22.206.160.C.1.p, a person has "engaged in criminal activity" if (~~he or she~~) the person:

16 1) Engages in drug-related activity that would constitute a
17 violation of chapters 69.41, 69.50, or 69.52 RCW, or

18 2) Engages in activity that is a crime under the laws of this state,
19 but only if the activity substantially affects the health or safety of other tenants or the owner.

20 2. Any rental agreement provision which waives or purports to waive any right,
21 benefit or entitlement created by this subsection 22.206.160.C shall be deemed void and of no
22 lawful force or effect.

1 3. With any termination notices required by law, owners terminating any tenancy
2 protected by this Section 22.206.160 shall advise the affected tenant or tenants in writing of the
3 reasons for the termination and the facts in support of those reasons.

4 4. If a tenant who has received a notice of termination of tenancy claiming
5 subsection 22.206.160.C.1.e, 22.206.160.C.1.f, or 22.206.160.C.1.m as the ground for
6 termination believes that the owner does not intend to carry out the stated reason for eviction and
7 makes a complaint to the Director, then the owner must, within ten days of being notified by the
8 Director of the complaint, complete and file with the Director a certification stating the owner's
9 intent to carry out the stated reason for the eviction. The failure of the owner to complete and file
10 such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction
11 action based on this ground.

12 5. In any action commenced to evict or to otherwise terminate the tenancy of any
13 tenant, it shall be a defense to the action that there was no just cause for such eviction or
14 termination as provided in this Section 22.206.160.

15 6. It shall be a violation of this Section 22.206.160 for any owner to evict or
16 attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any
17 tenant using a notice ((which)) that references subsections 22.206.160.C.1.e, 22.206.160.C.1.f,
18 22.206.160.C.1.h, 22.206.160.C.1.k, 22.206.160.C.1.l, or 22.206.160.C.1.m as grounds for
19 eviction or termination of tenancy without fulfilling or carrying out the stated reason for or
20 condition justifying the termination of such tenancy.

21 7. An owner who evicts or attempts to evict a tenant or who terminates or
22 attempts to terminate the tenancy of a tenant using a notice which references subsections
23 22.206.160.C.1.e, 22.206.160.C.1.f or 22.206.160.C.1.h as the ground for eviction or termination

1 of tenancy without fulfilling or carrying out the stated reason for or condition justifying the
2 termination of such tenancy shall be liable to such tenant in a private right for action for damages
3 up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

4 8. Except as provided in subsection 22.206.160.C.8.d, it is a defense to eviction
5 if:

6 a. The eviction would result in the tenant having to vacate the housing unit
7 at any time between December 1 and March 1; and

8 b. The tenant household is a moderate-income household as defined in
9 Section 23.84A.016; and

10 c. The housing unit that the tenant would have to vacate is owned by a
11 person who owns more than four rental housing units in The City of Seattle. For purposes of this
12 subsection 22.206.160.C.8.c, “owns” includes having an ownership interest in the housing units.

13 d. If the reason for termination of the tenancy is due to conditions
14 described in subsections 22.206.160.C.1.e, 22.206.160.C.1.f provided that the tenant was
15 provided at least 90 days' written notice prior to the date set for vacating the unit,
16 22.206.160.C.1.j, 22.206.160.C.1.k, 22.206.160.C.1.m, 22.206.160.C.1.n, 22.206.160.C.1.o, or
17 22.206.160.C.1.p, or if the reason for termination is due to the tenant’s failure to comply with a
18 three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43
19 RCW or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5) or
20 because the tenant’s conduct has a substantial detrimental impact on, or constitutes an imminent
21 threat to, the health or safety of other tenants in the rental building or the owner, the eviction may
22 occur as otherwise allowed by law.

1 e. A rent mitigation fund is created to provide funds to eligible low-
2 income tenant households at risk of residential eviction during the period described in subsection
3 22.206.160.C.8, if other sources of funds are not available to assist the tenant, or to provide
4 financial assistance to a non-profit corporation or other housing provider that cannot evict a
5 tenant from a rental housing unit during the period described in subsection 22.206.160.C.8
6 because the unit is subject to restrictions on tenant incomes or rent as a condition of that
7 assistance.

8 1) Tenant eligibility. To be eligible to receive funds, (1) the reason
9 for termination must include nonpayment of rent; and (2) the tenant household must be a low-
10 income household as defined in Section 23.84A.016; and (3) the tenant must demonstrate that the
11 tenant does not have the financial resources to avoid eviction; and (4) the tenant must request
12 mitigation funds on or before the date a writ of restitution is executed.

13 2) Housing provider eligibility. To be eligible to receive funds the
14 housing provider shall (1) demonstrate that an eviction was delayed during this period because
15 the tenant raised the defense described in subsection 22.206.160.C.8; and (2) demonstrate that
16 the tenant does not have financial resources available to pay rent during the period described in
17 subsection 22.206.160.C.8; and (3) demonstrate that the tenant resides in a unit that is subject to
18 restrictions on tenant incomes or rent; and (4) sign an agreement stating that the housing provider
19 will not report the tenant's delinquency on rent payment to credit reporting agencies.

20 3) The Director shall have rulemaking authority to administer the
21 fund. This authority includes the ability to have the fund administered by a public or private
22 organization having experience administering or capable of administering similar tenant
23 assistance programs. If by rule the Director determines that payments shall be made directly to a

1 landlord, the landlord shall sign an agreement with the Director prior to payment stating that the
2 landlord will not report the tenant's delinquent rent payment to credit reporting agencies.

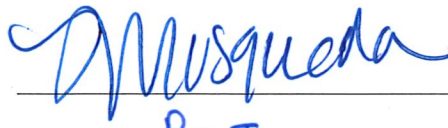
3 4) The availability of funds is subject to the existence of budget
4 appropriations for that purpose. A request for funding shall be denied if insufficient funds are
5 available. The City is not civilly or criminally liable for failure to provide funding and no penalty
6 or cause of action may be brought against the City resulting from the provision or lack of
7 provision of funds.

8 5) When a landlord issues a notice to terminate tenancy due to
9 nonpayment of rent, the notice must contain information to the tenant about how to access the
10 tenant mitigation fund. The landlord is not required to provide this information if insufficient
11 funds have been appropriated by the City Council to provide the funds for mitigation. The
12 information for the notice shall be adopted by the Seattle Department of Construction and
13 Inspections by rule.

14

1 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 10th day of February, 2020,
5 and signed by me in open session in authentication of its passage this 10th day of
6 February, 2020.

7 

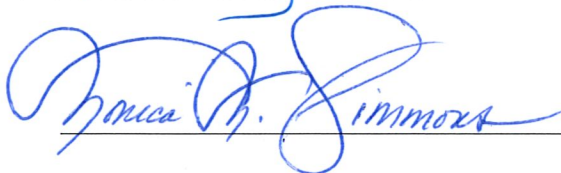
8 President Pro Tem of the City Council

9 Approved by me this _____ day of _____, 2020.

**Returned Unsigned
by Mayor**

11 Jenny A. Durkan, Mayor

12 Filed by me this 24th day of February, 2020.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

