

## **Attachments 1 – 6: Amendments to Council Bill 118817**

### Table of Contents

1. Amend CB 118817 to make corrections and clarify language. ....	2
2. Amend CB 118817 to add anti-retaliation provisions. ....	7
3. Amend CB 118817 to reference the state statute that addresses where landlords deposit monies paid for a refundable security deposit .....	8
4. Amend CB 118817 to modify the proposed enforcement process creating a tiered enforcement scheme. ....	9
5. Amend CB 118817 to remove the installment plan requirement if the security deposit and non-refundable move-in fees do not exceed 25% of the first month’s rent and payment of last month’s rent is not required .....	17
6. Amend CB 118817 to specify that SDCI may, by rule, establish procedures for enforcing the provisions of the return of security deposits .....	18

**Council Bill 118817: Proposed Amendment 1**  
**Sponsors: Councilmember Sawant and Councilmember Herbold**

Amend CB 118817 to make corrections and clarify language.

This amendment would make changes to Sections 7.24.020, 7.24.030, 7.24.035, 7.24.036, 7.24.038, 7.24.080, and 7.24.120:\*

*Amendment 4 that will also be discussed at the 11/22/16 Energy and Environment Committee meeting would affect the number of certain sections; if that amendment is passed, subsection 7.24.120.B will be renumbered 7.24.130.B*

Section 1. Section 7.24.020 of the Seattle Municipal Code, last amended by Ordinance 124919, is amended as follows:

**7.24.020 Definitions**

\* \* \*

“Landlord” means ~~a “landlord” as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, RLTA defined “landlord” as “the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part,” and included “any person designated as representative of the landlord.”~~ the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

\* \* \*

“Non-refundable move-in fees” means non-refundable fees paid by a tenant to reimburse a landlord for the cost of obtaining a tenant screening report, criminal background check, or credit report or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a reservation fee authorized by RCW 59.18.253(2).

\* \* \*

“Security deposit” means any payment, fee, charge, or deposit of money paid to the landlord by the tenant at the beginning of the tenancy as a deposit and security for performance of the tenant’s obligations in a written rental agreement, but does not include payment of a reservation fee authorized by RCW 59.18.253(2) or a payment to assure the payment of rent.

provided that a security deposit may be applied to rent as provided in Section 7.24.030. Security deposits include payments, charges, or deposits for the purpose of:

1. Repairing damage to the premises, exclusive of ordinary wear and tear, caused by the tenant, [or by a guest or licensee of the tenant.](#)

2. Compensating the landlord for the tenant's breach of the tenant's duties prescribed in the rental agreement to restore, replace, or return personal property or appurtenances.

3. Compensating the landlord for the tenant's failure to return keys to the premises, [except that a landlord shall not retain any portion of the deposit for keys for lock mechanisms that must be changed upon a change of tenancy pursuant to subsection 22.206.140.A.7.](#)

\* \* \*

Section 2. Section 7.24.030 of the Seattle Municipal Code, last amended by Ordinance 119171, is amended as follows:

**7.24.030 Rental agreement requirements ((-))**

\* \* \*

E. Any rental agreement entered into after the effective date of the ordinance introduced as Council Bill 118817 shall describe the terms and conditions of any monthly or periodic payments required as a condition of tenancy, including but not limited to: rent, security deposits, non-refundable move-in fee, last month's rent, utility payments, parking charges, late fees authorized by the rental agreement, or other monthly or periodic payments required to be made by the tenant to the landlord. When any monthly or periodic payment is made pursuant to the rental agreement, the landlord shall first apply the payment to the rent due before applying it to other payments due by the tenant to the landlord, [except that if the payment is made in response to a notice issued pursuant to RCW 59.12.030 during the period of that notice, the landlord shall first apply the payment to the amount specified in that notice, before applying it to the rent due or to other payments due by the tenant to the landlord.](#)

\* \* \*

Section 3. New Sections 7.24.035, 7.24.036, and 7.24.038 are added to the Seattle Municipal Code as follows:

\* \* \*

**7.24.035 Security deposits and nonrefundable move-in fees**

\* \* \*

B. Restrictions on fees

\* \* \*

2. Pursuant to RCW 59.18.257, any fees charged to a prospective tenant by the landlord ~~to reimburse the landlord~~ for the cost of obtaining a tenant screening report cannot exceed the actual cost of obtaining the report, which may not exceed the customary costs charged by a tenant screening service in The City of Seattle. The landlord shall provide, personally or by mail, the prospective tenant with a receipt for any fees charged for the cost of obtaining the screening report. The landlord shall provide the tenant with the name and address of the reporting agency and the prospective tenant's rights to obtain a free copy of the consumer report, pursuant to RCW 59.18.257.

\* \* \*

C. Fee payments in installments. Tenants may pay security deposits and non-refundable move-in fees in installments as provided below. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments.

1. For any rental agreement term that establishes a tenancy for six months or longer, the tenant may elect to pay the security deposit and non-refundable move-in fees, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in six consecutive, equal monthly installments that begin at the inception of the tenancy or, if agreed by the landlord and tenant, according to an installment schedule described in the rental agreement provided that the agreement to the installment schedule is not contained in a standard form written lease or rental agreement.

2. For any rental agreement term that establishes a tenancy between 30 days and six months, the tenant may elect to pay the security deposit and non-refundable move-in fees, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in no more than four equal amounts that begin at the inception of the tenancy and are paid in installments of equal duration or, if agreed by the landlord and tenant, according to an installment schedule described in the rental agreement provided that the agreement to the installment schedule is not contained in a standard form written lease or rental agreement.

3. For any rental agreement term that establishes a tenancy from month to month, the tenant may elect to pay the security deposit and non-refundable move-in fees, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy and the second payment is due on the first day of the second month or period of the tenancy or, if agreed by the landlord and tenant, according to an installment schedule described in the rental agreement provided that the agreement to the installment schedule is not contained in a standard form written lease or rental agreement.

\* \* \*

#### **7.24.036 Installment payment option for last month's rent**

A tenant may elect to pay last month's rent in installments as follows:

A. For any rental agreement term that establishes a tenancy for six months or longer, the tenant may elect to pay the last month's rent in six consecutive, equal monthly installments that begin at the inception of the tenancy or, if agreed by the landlord and tenant, according to an installment schedule described in the rental agreement provided that the agreement to the installment schedule is not contained in a standard form written lease or rental agreement.

B. For any rental agreement term that establishes a tenancy between 60 days and six months, the tenant may elect to pay the last month's rent in no more than four equal amounts that begin at the inception of the tenancy and are paid in installments of equal duration or, if agreed by the landlord and tenant, according to an installment schedule described in the rental agreement provided that the agreement to the installment schedule is not contained in a standard form written lease or rental agreement.

\* \* \*

#### **7.24.038 Pet Damage Deposits**

\* \* \*

C. If the pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit shall be specified in a rental agreement. If the pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit shall be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the pet first occupies the rental unit or, if agreed by the landlord and tenant, according to an installment schedule described in the rental

agreement or the addendum to the rental agreement provided that the agreement to the installment schedule is not contained in a standard form written lease or rental agreement.

\* \* \*

Section 8. Section 7.24.080 of the Seattle Municipal Code, enacted by Ordinance 116843, is amended as follows:

**7.24.080 Distribution of summaries by landlord required ((-))**

A. A copy of ~~((any recent))~~ summaries prepared by the Director pursuant to Section 7.24.070 that pertain to the type of tenancy or activity described in a summary ~~((, along with any recent summary of the Residential Landlord-Tenant Act prepared by the Office of the Attorney General of the State of Washington,))~~ shall be ~~((attached to each written rental agreement and))~~ provided to any tenant or prospective tenant by or on behalf of a landlord when such rental agreement is offered, whether or not such agreement is for a new or renewal rental agreement. For a renewal of a rental agreement, the landlord may provide the copy of the summaries to the tenant electronically. A landlord must distribute the summaries annually to tenants having month-to-month tenancies.

\* \* \*

Section 10. New Sections 7.24.110, 7.24.120, 7.24.130, 7.24.140, 7.24.150, 7.24.160, 7.24.170, 7.24.180, 7.24.190, 7.24.200, and 7.24.210 are added to the Seattle Municipal Code as follows:

\* \* \*

**7.24.120 Citation**

\* \* \*

B. Service. The citation may be served by personal service in the manner set forth in RCW 4.28.080 for service of a summons or sent by first class mail, addressed to the last known address of such person(s). Service shall be complete at the time of personal service, or if mailed, ~~on~~ three days after the date of mailing. If a citation sent by first class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property.

\* \* \*

Section 14. This ordinance shall take effect ~~on January 1, 2017~~ and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

**Council Bill 118817: Proposed Amendment 2**

**Sponsor: Councilmember González**

Amend CB 118817 to add anti-retaliation provisions.

To accommodate these changes, this new language will replace Section 7.24.110 and the following Sections will be consolidated and/or renumbered:\*

- Section 7.24.110 would be renumbered as 7.24.120;
- Sections 7.24.120 through 7.24.180 and Section 7.24.200 would be consolidated under Section 7.24.130; and
- Sections 7.24.190 and 7.24.210 would be renumbered as 7.24.140 and 7.24.150, respectively.\*

*Amendment 4 that will also be discussed at the 11/22/16 Energy and Environment committee would also affect the number of certain Sections; if that amendment is passed, the renumbering and consolidation of Sections 7.24.110-7.24.210 is reflected in that amendment.*

**7.24.110 Retaliation prohibited**

A. It is a violation of this Chapter 7.24 for any person to retaliate against a tenant or prospective tenant because the tenant or prospective tenant exercised or attempted to exercise rights conferred by this Chapter 7.24. Retaliation means any of the following actions:

1. Refusing to provide, accept, or approve a rental application or a rental agreement.
2. Applying more onerous terms, conditions, or privileges, including increased rent, to a tenant or prospective tenant who exercises his or her rights under this Chapter 7.24 than to a tenant or prospective tenant who does not assert those rights.
3. Providing a negative rental reference about a tenant.
4. Threatening to allege to a government agency that a tenant or prospective tenant, or a family member of a tenant or prospective tenant, is not lawfully in the United States.

B. If a person takes any of the actions identified in subsection 7.24.110.A within 90 days of the date a tenant or prospective tenant exercises rights conferred by this Chapter 7.24, it is presumed that the action was taken in retaliation for the exercise of those rights. The person taking the actions may rebut the presumption by producing clear and convincing evidence that the actions were not retaliatory.

**Council Bill 118817: Proposed Amendment 3**  
**Sponsor: Councilmember González**

Amend CB 118817 to reference the state statute that addresses where landlords deposit monies paid for a refundable security deposit

Section 3. New Sections 7.24.035, 7.24.036, and 7.24.038 are added to the Seattle Municipal Code as follows:

**7.24.035 Security deposits and nonrefundable move-in fees**

\* \* \*

F. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

G. Nothing in this Chapter 7.24 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.



**Council Bill 118817: Proposed Amendment 4**  
**Sponsor: Councilmember Juarez**

Amend CB 118817 to modify the proposed enforcement process creating a tiered enforcement scheme.

To accommodate these changes, the following sections will be consolidated and/or renumbered:

- Section 7.24.110 is renumbered 7.24.120;
- Sections 7.24.120 through 7.24.180 and Section 7.24.200 are consolidated under Section 7.24.130;
- Sections 7.24.170 through 7.24.210 would be eliminated. Sections 7.24.190 and 7.24.210 are renumbered as Sections 7.24.150 and 7.24.160, respectively.

Section 1. Section 7.24.020 of the Seattle Municipal Code, last amended by Ordinance 124919, is amended as follows:

**7.24.020 Definitions**

\* \* \*

[“Person” means any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.](#)

\* \* \*

Section 10. New Sections 7.24.120, 7.24.130, 7.24.140, 7.24.150, and 7.24.160 are added to the Seattle Municipal Code as follows:

**7.24.120 Administration and enforcement**

A. The Director shall administer and enforce the provisions of this Chapter 7.24 and is authorized to adopt reasonable rules and regulations consistent with this Chapter 7.24 to carry out the Director’s duties.

B. The first and second violations of this Chapter 7.24 shall be enforced under the citation provisions set forth in Section 7.24.130. Subsequent violations may be enforced, at the Director’s discretion, under the notice of violation provisions set forth in Section 7.24.140 or criminal provisions set forth in Section 7.24.150.

**7.24.130 Citation**

A. Citation. If after investigation the Director determines that the standards or requirements of this Chapter 7.24 have been violated, the Director may issue a citation to the person responsible for the violation. The citation shall include the following information:

1. The name and address of the responsible person to whom the citation is issued;
2. A reasonable description of the location of the property on which the violation occurred;

3. A separate statement of each standard or requirement violated;
4. The date of the violation;
5. A statement that the person cited must respond to the citation within 15 days after service;
6. A space for entry of the applicable penalty;
7. A statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due;
8. The name, address, and phone number of the Hearing Examiner where the citation is to be filed;
9. A statement that the citation represents a determination that a violation has been committed by the responsible person named in the citation and that the determination shall be final unless contested as provided in subsection 7.24.130.C; and
10. A certified statement of the inspector issuing the citation, authorized by RCW 9A.72.085, setting forth facts supporting issuance of the citation.

B. Service. The citation may be served by personal service in the manner set forth in RCW 4.28.080 for service of a summons or sent by first class mail, addressed to the last known address of such person(s). Service shall be complete at the time of personal service, or if mailed, three days after the date of mailing. If a citation sent by first class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property.

C. Response to citations

1. A citation must be responded to in one of the following ways:
  - a. Payment of the monetary penalty specified in the citation, in which case the record shall show a finding that the person cited committed the violation; or
  - b. A written request for a mitigation hearing to explain the circumstances surrounding the commission of the violation and providing an address to which notice of such hearing may be sent; or
  - c. A written request for a contested hearing specifying the reason(s) why the cited violation did not occur or why the person cited is not responsible for the violation, and providing an address to which notice of such hearing may be sent.
2. A response to a citation must be received by the Office of the Hearing Examiner no later than 15 days after the date the citation is served. When the last day of the

appeal period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run until 5 p.m. on the next business day.

D. Failure to respond. If the Office of the Hearing Examiner does not receive a response within 15 days of service of the citation, the Hearing Examiner shall enter an order finding that the person cited committed the violation stated in the citation, and assessing the penalty specified in the citation.

E. Hearings

1. Mitigation hearings

a. Date and notice. If a mitigation hearing is requested, the mitigation hearing shall be held within 30 days after written response to the citation requesting such hearing is received by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be sent to the address specified in the request for hearing not less than ten days prior to the date of the hearing.

b. Procedure at hearing. The Hearing Examiner shall hold an informal hearing that shall not be governed by the Rules of Evidence. The person cited may present witnesses, but witnesses may not be compelled to attend. A representative from the Seattle Department of Construction and Inspections may also be present and may present additional information, but attendance by a representative from the Seattle Department of Construction and Inspections is not required.

c. Disposition. The Hearing Examiner shall determine whether the cited person's explanation justifies reduction of the monetary penalty; however, the monetary penalty may not be reduced unless the Seattle Department of Construction and Inspections affirms or certifies that the violation has been corrected prior to the mitigation hearing. Factors that may be considered in whether to reduce the penalty include whether the violation was caused by the act, neglect, or abuse of another; or whether correction of the violation was commenced promptly prior to citation but that full compliance was prevented by a condition or circumstance beyond the control of the person cited.

d. Entry of order. After hearing the explanation of the person cited and any other information presented at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation and assessing a monetary penalty in an amount determined pursuant to subsection 7.24.130.F. The Hearing Examiner's decision is the final decision of the City on the matter.

2. Contested hearing

a. Date and notice. If a person requests a contested hearing, the hearing shall be held within 60 days after the written response to the citation requesting such hearing is received.

b. Hearing. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this subsection 7.24.130.E.2. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

c. Sufficiency. No citation shall be deemed insufficient for failure to contain a detailed statement of the facts constituting the specific violation which the person cited is alleged to have committed or by reason of defects or imperfections, provided such lack of detail or defects or imperfections do not prejudice substantial rights of the person cited.

d. Amendment of citation. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the person cited are not thereby prejudiced.

e. Evidence at hearing. The certified statement or declaration authorized by RCW 9A.72.085 shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under RCW 9A.72.085 and any other evidence accompanying the report shall be admissible without further evidentiary foundation. The person cited may rebut the Department of Construction and Inspections' evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

f. Disposition. If the citation is sustained at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation. If the violation remains uncorrected, the Hearing Examiner shall impose the applicable penalty. The Hearing Examiner may reduce the monetary penalty in accordance with the mitigation provisions in subsection 7.24.130.E.1 if the violation has been corrected. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

g. **Appeal.** The Hearing Examiner’s decision is final and conclusive unless, within ten calendar days of the date of the Hearing Examiner decision, an application or petition for a writ of review is filed in King County Superior Court. Judicial review shall be confined to the record of the administrative hearing. The Superior Court may reverse the Hearing Examiner decision only if the decision is arbitrary and capricious, contrary to law, in excess of the authority or jurisdiction of the Hearing Examiner, made upon unlawful procedure, or in violation of constitutional provisions.

3. **Failure to appear for hearing.** Failure to appear for a requested hearing will result in an order being entered finding that the person cited committed the violation stated in the citation and assessing the penalty specified in the citation. For good cause shown and upon terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure to appear.

F. **Citation penalties**

1. The following penalties shall be assessed for violations of any provision of this Chapter 7.24:

a. Five hundred dollars for the first violation; and  
b. One thousand dollars for each subsequent violation within a 5-year period.

2. **Violation warning.** The Director may, in an exercise of discretion, issue a warning to the person responsible for the violation if that person has not been previously warned or cited for violating this Chapter 7.24.

3. **Collection of penalties.** If the person cited fails to pay a penalty imposed pursuant to this Section 7.24.130, the penalty may be referred to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the penalty. Alternatively, the City may pursue collection in any other manner allowed by law.

**7.24.140 Notice of violation**

A. **Investigation and notice of violation issuance**

1. If after investigation the Director determines that the standards or requirements of this Chapter 7.24 have been violated, and the person responsible for the violation has had two or more citations issued within the past three years for violating this Chapter 7.24, the Director may issue a notice of violation to the person responsible for the violation. The notice

of violation shall state separately each standard or requirement violated, shall state what corrective action, if any, is necessary to comply with the standards or requirements, and shall set a reasonable time for compliance.

2. The notice shall be served upon the person responsible for the violation by personal service, or by first class mail to the person's last known address. If the address of the responsible person is unknown and cannot be found after a reasonable search, the notice may be served by posting a copy of the notice at a conspicuous place on the property. If a notice of violation is directed to a person responsible for the violation who is not the owner, a copy of the notice shall be sent to the owner of the property.

3. A copy of the notice of violation may be filed with the King County Department of Records and Elections when the responsible person fails to correct the violation or the Director requests the City Attorney take appropriate enforcement action.

B. Review of the notice of violation by the Director

1. Any person significantly affected by or interested in a notice of violation issued by the Director pursuant to subsection 7.24.140.A may obtain a review of the notice by requesting such review within ten days after service of the notice. When the last day of the period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run until 5 p.m. on the next business day. The request shall be in writing, and upon receipt of the request, the Director shall notify any persons served the notice of violation and the complainant, if any, of the request for review and the deadline for submitting additional information for the review. Additional information shall be submitted to the Director no later than 15 days after the notice of a request for a review is mailed, unless otherwise agreed by all persons served with the notice of violation. Before the deadline for submission of additional information, any person significantly affected by or interested in the notice of violation (including any persons served the notice of violation and the complainant) may submit any additional information in the form of written material or oral comments to the Director for consideration as part of the review.

2. The review will be made by a representative of the Director who is familiar with the case and the applicable ordinances. The Director's representative will review all additional information received by the deadline for submission of additional information. The reviewer may also request clarification of information received and a site visit. After review of the additional information, the Director may:

- a. sustain the notice of violation;

- b. withdraw the notice of violation;
- c. continue the review to a date certain for receipt of additional information; or
- d. modify the notice of violation, which may include an extension of the compliance date.

3. Where review by the Director has been conducted pursuant to this subsection 7.24.140.B, the Director shall issue an order of the Director containing the decision within 15 days of the date that the review is completed and shall cause the same to be mailed by regular first class mail to the person or persons named on the notice of violation and, if possible, mailed to the complainant. Unless a request for review before the Director is made pursuant to this subsection 7.24.140.B, the notice of violation shall become the order of the Director.

C. Extension of compliance date for the notice of violation. The Director may grant an extension of time for compliance with any notice or order, whether pending or final, upon the Director's finding that substantial progress toward compliance has been made and that the public will not be adversely affected by the extension. An extension of time may be revoked by the Director if it is shown that the conditions at the time the extension was granted have changed, the Director determines that a party is not performing corrective actions as agreed, or if the extension creates an adverse effect on the public. The date of revocation shall then be considered the compliance date.

D. Civil enforcement proceedings and penalties for a notice of violation

1. In addition to any other remedy authorized by law or equity, any person violating or failing to comply with any of the provisions of this Chapter 7.24 shall be subject to a cumulative penalty of up to \$150 per day for each violation from the date the violation begins for the first ten days of noncompliance; and up to \$500 per day for each violation for each day beyond ten days of noncompliance until compliance is achieved. In cases where the Director has issued a notice of violation, the violation will be deemed to begin for purposes of determining the number of days of violation on the date compliance is required by the notice of violation. The City shall also be entitled to recovery of its enforcement costs, including but not limited to staff time, administrative expenses and fees, and attorneys' fees.

2. The penalty imposed by subsection 7.24.140.D.1 shall be collected by civil action brought in Seattle Municipal Court or as otherwise required by law. The Director

shall request in writing that the City Attorney take enforcement action and the City Attorney shall, with the assistance of the Director, take appropriate action to enforce this Chapter 7.24. In any civil action for a penalty, the City has the burden of proving by a preponderance of the evidence that a violation exists or existed; the issuance of the notice of violation or of an order following a review by the Director is not itself evidence that a violation exists.

E. Final decisions of the Seattle Municipal Court on enforcement actions authorized by this Section 7.24.140 may be appealed pursuant to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction.

#### **7.24.150 Alternative criminal penalty**

Any person who violates or fails to comply with any of the provisions in this Chapter 7.24 and who has had at least two or more citations and one notice of violation issued against them for violating this Chapter 7.24 within the past three years from the date the criminal charge is filed shall upon conviction be guilty of a misdemeanor subject to the provisions of Chapters 12A.02 and 12A.04, except that absolute liability shall be imposed for such a violation or failure to comply and none of the mental states described in Section 12A.04.030 need be proved. The Director may request the City Attorney prosecute such violations criminally as an alternative to the citation and notice of violation procedures outlined in this chapter.

#### **7.24.160 Additional relief**

The Director may seek legal or equitable relief at any time to enjoin any acts or practices that violate the provisions of this Chapter 7.24.



**Council Bill 118817: Proposed Amendment 5**

**Sponsor: Councilmember Juarez**

Amend CB 118817 to remove the installment plan requirement if the security deposit and non-refundable move-in fees do not exceed 25% of the first month's rent and payment of last month's rent is not required

Section 3. New Sections 7.24.035, 7.24.036, and 7.24.038 are added to the Seattle Municipal Code as follows:

**7.24.035 Security deposits and nonrefundable move-in fees**

\* \* \*

C. Fee payments in installments. Except as provided in subsection 7.24.035.C.4, ~~T~~tenants may pay security deposits and non-refundable move-in fees in installments as provided below. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments.

\*\*\*

4. The tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (a) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (b) payment of last month's rent is not required at the inception of the tenancy.

5. A tenant's failure to pay a security deposit and non-refundable move-in fee according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 10-day notice pursuant to RCW 59.12.030(4).

**Council Bill 118817: Proposed Amendment 6**  
**Sponsors: CM Johnson**

Amend CB 118817 to specify that SDCI may, by rule, establish procedures for enforcing the provisions of the return of security deposits

Section 3. New Sections 7.24.035, 7.24.036, and 7.24.038 are added to the Seattle Municipal Code as follows:

**7.24.035 Security deposits and nonrefundable move-in fees**

\* \* \*

D. Return or retention of security deposits. The return or retention of a security deposit, or portion thereof, must comply with the requirements of RCW 59.18.280. [The Director may establish by rule procedures for enforcement of the requirements of RCW 59.18.280.](#)