

Council Bill 118817: Modification to Proposed Amendment 1
Sponsor: Councilmember Herbold

Modify a portion of proposed amendment 1 in Sections 7.24.035, 7.24.036 and 7.24.038 related to the changes proposed to clarify that an alternative installment schedule is permissible, provided that the alternative schedule is negotiated on a case by case basis.

Text in RED: revised amendment language

Text in BLUE: original amendment language

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

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7.24.035 Security deposits and nonrefundable move-in fees

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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, the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement. ~~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, the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement. 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, the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement. 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..

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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, the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement. 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, the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement. ~~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.

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7.24.038 Pet Damage Deposits

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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, the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule shall be described in the rental agreement. ~~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.

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