

Asha Venkataraman

Date: May 4, 2020

Version: 1

Amendment 2
to
CB 119784 – Emergency Eviction Defense
Sponsor: CP Pedersen
Small landlord exemption

Section 22.206.160.C.9. Amend the following as shown:

9.

a. Subject to the requirements of subsection 22.206.160.C.9.b, it is a defense to eviction if the eviction would result in the tenant having to vacate the housing unit within six months after the termination of the Mayor’s eviction moratorium, and if the reason for terminating the tenancy is:

1) The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3) for rent due during the pendency, or within six months after, the termination of the Mayor’s residential eviction moratorium; or

2) The tenant habitually fails to pay rent resulting in four or more pay-or-vacate notices in a 12-month period.

For purposes of this subsection 22.206.160.C.9, “termination of the Mayor’s residential eviction moratorium” means termination of subsection 1.C (creating a defense to a pending eviction action) of the moratorium on residential evictions ordered by the Mayor’s March 14, 2020 civil emergency order, as amended by the Council in Resolution 31938.

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b. The tenant may invoke the defense provided in subsection 22.206.160.C.9.a only if the housing unit that the tenant would have to vacate is owned by a person who owns more than four rental housing units in The City of Seattle. For purposes of this subsection 22.206.160.C.9.b, “owns” includes having any ownership interest in the housing units.

Effect: This amendment would limit this defense to a tenant living in a building owned by a person owning more than four rental housing units. The defense would not be valid against an eviction action if the tenant lives in a unit that is owned by a person owning four or fewer rental housing units.