



Legislation Details (With Text)

File #: CB 119658 **Version:** 1 **Name:** CB 119658
Type: Ordinance (Ord) **Status:** Passed
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On agenda: 9/30/2019
Final Action: 10/11/2019 **Ord. No.** Ord 125951

Title: AN ORDINANCE relating to rental agreements; relieving a tenant experiencing domestic violence, sexual assault, unlawful harassment, or stalking from liability for damage to the landlord’s property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking; creating a landlord mitigation program; and amending Sections 7.24.020, 7.24.030, and 22.206.170 of, and adding new Section 7.24.033 to, the Seattle Municipal Code.

Sponsors: Lisa Herbold

Indexes:

Attachments: 1. Mayors Letter on Returning Bill Unsigned, 2. Summary and Fiscal Note (9/19/2019), 3. Central Staff Memo, 4. Signed Ordinance 125951, 5. Affidavit of Publication

Date	Ver.	Action By	Action	Result
10/11/2019	1	City Clerk	attested by City Clerk	
10/11/2019	1	Mayor	returned	
10/11/2019	1	Mayor	returned unsigned	
10/3/2019	1	City Clerk	submitted for Mayor's signature	
9/30/2019	1	City Council	passed	Pass
9/24/2019	1	Civil Rights, Utilities, Economic Development, and Arts Committee	pass	Pass
9/23/2019	1	City Council	referred	
9/13/2019	1	Council President's Office	sent for review	
9/11/2019	1	City Clerk	sent for review	

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to rental agreements; relieving a tenant experiencing domestic violence, sexual assault, unlawful harassment, or stalking from liability for damage to the landlord’s property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking; creating a landlord mitigation program; and amending Sections 7.24.020, 7.24.030, and 22.206.170 of, and adding new Section 7.24.033 to, the Seattle Municipal Code.

WHEREAS, on February 4, 2019, Council adopted Resolution 31861, which outlined harms that evictions from housing have on tenants and marginalized communities; and

WHEREAS, Resolution 31861 prioritized exploration of solutions for seven problems identified in the Seattle Women’s Commission and Housing Justice Project report “Losing Home: The Human Cost of Eviction in Seattle”; and

WHEREAS, “Losing Home” identified domestic violence as a reason tenants fall behind on rent and that domestic violence was a precursor to housing instability, especially for women; and

WHEREAS, the first problem identified for Council to address in Resolution 31861 was the “financial hardship for tenants experiencing domestic violence who are held liable for damages caused by a perpetrator of domestic violence”; and

WHEREAS, costs arising from acts of domestic violence can force a person experiencing domestic violence to go back to their abuser for financial reasons; and

WHEREAS, the formation of a landlord mitigation program allows the City to relieve the potential burden on survivors to pay for damages and support landlords who may not be able to recover damages from the perpetrator who has caused the damage and should be responsible for paying for repairs;

WHEREAS, Council intends to further strengthen provisions enforcing laws protecting survivors, including passing legislation to ensure the Seattle Department of Construction and Inspections can enforce state provisions regarding early termination of rental agreements for survivors of domestic violence, sexual assault, stalking, and unlawful harassment; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 7.24.020 of the Seattle Municipal Code, last amended by Ordinance 125901, is amended as follows:

7.24.020 Definitions

As used in this Chapter 7.24:

“Department” means the Seattle Department of Construction and Inspections or its successor.

“Domestic violence” has the meaning defined in RCW 26.50.010 as amended.

“Director” means the Director of the Seattle Department of Construction and Inspections or the Director's designee.

“Family or household members” has the meaning defined in RCW 26.50.010 as amended.

“Hearing Examiner” means the official appointed by the Council and designated as the Hearing Examiner, or that person's designee (Deputy Hearing Examiner, Hearing Examiner Pro Tem, etc.).

“Housing costs” means rent as defined by chapter 59.18 RCW.

“Intimate partner” has the meaning defined in RCW 26.50.010 as amended. For purposes of this definition, “dating relationship” has the meaning defined in RCW 26.50.010 as amended.

* * *

“Pet damage deposit” means money that is paid by the tenant to the landlord at any time as security to pay for damage to the landlord's property that is caused by a pet for which the tenant is responsible.

“Qualified third party” means any of the following people acting in their official or employment capacity:

1. Law enforcement officers;

2. Persons subject to the provisions of chapter 18.120 RCW;

3. Employees of a court of the state;

4. Licensed mental health professionals or other licensed counselors;

5. Employees of crime victim/witness programs as defined in RCW 7.69.020 who are trained advocates for the program;

6. Members of the clergy as defined in RCW 26.44.020; and

7. Persons performing case management employed at social service agencies.

* * *

“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 unless the tenant is exempt from liability pursuant to subsection 7.24.030.H.
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.

“Sexual assault” has the meaning defined in RCW 70.125.030 as amended.

“Stalking” has the meaning defined in RCW 9A.46.110 as amended.

“Tenant” ((means a “tenant” as)) has the meaning defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 as amended. ((of the RLTA in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as “any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.”))

“Unlawful harassment” has the meaning defined in RCW 59.18.570 as amended.

Section 2. Section 7.24.030 of the Seattle Municipal Code, last amended by Ordinance 125901, is amended as follows:

7.24.030 Rental agreement requirements

* * *

H. Any rental agreement entered into after December 31, 2019 is subject to the requirements of this subsection 7.24.030.H.

1. A tenant is not liable for damage to the landlord's property that was caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking if:

a. The tenant notifies the landlord in writing that the tenant, family or household member, or intimate partner was a victim of domestic violence, sexual assault, unlawful harassment, or stalking and that the damage to the landlord's property was caused by the perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking regardless of whether the property damage occurred during an act of domestic violence, sexual assault, unlawful harassment, or stalking; and

b. The tenant provides documentation to the landlord that the tenant, family or household member, or intimate partner was a victim of domestic violence, sexual assault, unlawful harassment, or stalking and that the perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking caused the property damage. The documentation shall consist of a document signed and dated by a qualified third party stating:

1) That the tenant notified the qualified third party that the tenant, family or household member, or intimate partner was a victim of domestic violence, sexual assault, unlawful harassment, or stalking;

2) The time and date the act or acts of property damage occurred;

3) The location where the act or acts of property damage occurred;

4) A brief description of the act or acts of property damage; and

5) That the tenant informed the qualified third party of the name of the perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking and that the perpetrator is the person who caused the property damage. The record of the report provided to the tenant, family or household member, or intimate partner shall not include the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The qualified third party shall keep a copy of the record of the report and shall note on the retained copy the name of the alleged perpetrator of

the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The written record may be in the form of a copy of a valid order of protection, if it contains elements 7.24.030.H.1.b.1 through 7.24.030.H.1.b.5, under one or more of the following: chapters 7.90, 26.26A, 26.26B, or 26.50 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040(2) or (3), or 26.09.050.

2. The provision of verification of a report under subsection 7.24.030.H.1.b does not waive the confidential or privileged nature of the communication between a victim of domestic violence, sexual assault, unlawful harassment, or stalking with a qualified third party pursuant to RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence obtained from such disclosure may be used in any civil, administrative, or criminal proceeding against the victim unless a written waiver of applicable evidentiary privilege is obtained, except that the verification itself, and no other privileged information, under subsection 7.24.030.H.1.b may be used in civil proceedings brought under this Section 7.24.030.

3. Nothing in this subsection 7.24.030.H precludes a landlord from seeking compensation from the perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking for damage to the landlord's property caused by the perpetrator.

Section 3. A new Section 7.24.033 is added to the Seattle Municipal Code as follows:

7.24.033 Landlord mitigation program for damages caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking

A. Program established

1. A landlord mitigation program is established to reimburse landlords for certain costs incurred by the landlord to repair damage to the landlord's real or personal property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking when the victim of the domestic violence, sexual assault, unlawful harassment, or stalking occupies the rental unit and is the tenant, a member of the tenant's family or household, or an intimate partner.

2. Reimbursement is authorized for damage to the landlord's real or personal property, excluding

normal wear and tear, including but are not limited to: Wall gouges and holes; damage to doors and cabinets, including hardware; carpet stains or burns; cracked tiles or hard surfaces; broken windows; damage to household fixtures such as disposals, toilets, sinks, sink handles, ceiling fans, and lighting.

B. Requirements for reimbursement

To obtain reimbursement, the landlord must:

1. Have registered the rental property with the Department if registration is otherwise required by Section 22.214.040;
2. Have completed the move-in checklist or statement required by RCW 59.18.260, that is signed and dated by the landlord and the tenant, and provided the tenant with a copy of the signed checklist or statement;
3. Have repaired the damaged property;
4. Have sought compensation for the damage pursuant to any property insurance policy and have had the claim denied;
5. Apply for reimbursement to the Department on a form provided by the Department and signed by the landlord under penalty of perjury;
6. Submit to the Department materials substantiating the damage and the cost of repair, such as a copy of the inspection checklist or statement identified in subsection 7.24.033.B.2, documents and materials describing the property damage, including but not limited to photographs or videos showing the property damage and copies of repair receipts for labor and materials;
7. Submit written or documentary evidence to the Department showing that the property damage was caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking, regardless of whether damage was caused during an act of domestic violence, sexual assault, unlawful harassment, or stalking;
8. Submit written or documentary evidence to the Department showing that when the property

damage occurred:

- a. The rental unit was occupied by a tenant, a member of the tenant's family or household, or an intimate partner;
- b. The occupant was a victim of the domestic violence, sexual assault, unlawful harassment, or stalking; and
- c. The perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking is the same person who damaged the property;

9. Agree to waive any right to seek compensation from the tenant for the property damage eligible for reimbursement under the program;

10. Not have obtained compensation from the person who caused the property damage unless the amount of compensation obtained is less than the amount of reimbursement allowed by this Section 7.24.033, in which case the amount of reimbursement allowed shall be reduced by the amount of compensation obtained. If the landlord obtains compensation from the person who caused the property damage after the landlord has received reimbursement under this program, the landlord shall refund to the City an amount of money that is equivalent to the compensation obtained but not exceeding the amount of reimbursement received under the program; and

11. Submit a claim for reimbursement including supporting materials and documents to the Department within one year of the date the tenant vacates the unit.

C. Amount of reimbursement

1. The amount of reimbursement is limited to costs of repair that exceed \$500. Reimbursement for costs that exceed \$500 is limited to \$1,000.

2. The availability of funds for reimbursement is subject to the existence of budget appropriations for that purpose. A claim for reimbursement shall be denied if insufficient funds are available in the program to pay the claim. The Department shall not be civilly or criminally liable and may not have any

penalty or cause of action of any nature arise against it regarding the provision or lack of provision of funds for reimbursement.

3. Repair costs that are eligible for reimbursement may not exceed costs that are usual and customary for performing the repair within Seattle.

D. Administration

1. The Department may inspect the rental unit and the landlord's records related to the claim to determine if the claim should be approved.

2. The Department must include on its web site a description of the landlord mitigation program and links to Department rules and policies relating to the program.

3. Neither the City, the Department, or persons acting on behalf of the Department, while acting within the scope of their employment or agency, is liable to any person for any loss, damage, harm, or other consequence resulting directly or indirectly from the Department's administration of the landlord mitigation program or decisions made under this Section 7.24.033.

Section 4. The Department should adopt rules to implement Section 3 of this ordinance no later than July 1, 2020.

Section 5. Section 22.206.170 of the Seattle Municipal Code, last amended by Ordinance 125343, is amended as follows:

22.206.170 Duties of tenants

It (~~shall be~~) is the duty of every tenant to:

* * *

E. Within a reasonable time, repair or pay for the reasonable cost of repair of all damage to the building caused by the negligent or intentional act of the tenant or the invitees or licensees of the tenant, unless the tenant is exempt from liability pursuant to subsection 7.24.030.H;

* * *

Section 6. Sections 1, 2, 4, and 5 of this ordinance shall take effect and be in force on January 1, 2020.

Section 7. Section 3 of this ordinance shall take effect and be in force on July 1, 2020.

Section 8. This ordinance shall take effect 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.

Passed by the City Council the _____ day of _____, 2019, and signed by me in open session in authentication of its passage this _____ day of _____, 2019.

President _____ of the City Council

Approved by me this _____ day of _____, 2019.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2019.

Monica Martinez Simmons, City Clerk

(Seal)