

May 17, 2021

MEMORANDUM

To: Sustainability and Renter's Rights Committee
From: Jeff Simms, Analyst
Subject: Council Bill 120046: Moratorium on School-Year Evictions

On May 25, 2021, the Sustainability and Renter's Rights Committee will discuss and possibly vote on [Council Bill \(CB\) 120046](#) that would provide a defense against an eviction occurring during the school year for students and employees at schools. This memo (1) describes the policy intent, (2) summarizes the provisions of the bill and (3) compares CB 120046 to similar policies nationwide.

Policy Intent

CB 120046 is intended to prevent physical evictions of students or educators during the school year because eviction could cause housing instability or a change in school, which is demonstrated to have an impact on student educational success, health, and well-being.

Provisions of CB 120046

Beneficiaries and Duration of New Eviction Defense

CB 120046 establishes a new defense against evictions. The new defense applies to students, defined as all children under the age of 18 who are currently enrolled in school or an early childhood care or education setting, and anyone who works as an employee of independent contractor of a school in Seattle could raise this defense against eviction. The range of employees is specifically noted to include teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, cafeteria workers, and maintenance workers.

The new defense established by CB 120046 is applicable only during the school year, as adopted by Seattle Public Schools or its successor. Currently, this means that the defense would apply against evictions from the first Wednesday in September until the middle of June the following calendar year. Therefore, for those meeting the conditions of this protected status, such a defense would apply for the entire year except for an estimated ten to eleven weeks spanning from late June to the first days of September. For comparison, the winter eviction ban ([Ord 126041](#)) created a defense against evictions that applies for twelve to thirteen weeks.

Circumstances When Evictions Permitted

In general, CB 120046 would allow an eviction to occur due to:

1. Code Violations: The dwelling unit has been found in violation of the Land Use Code, such as the condition of the unit or the number of people residing in the unit ([SMC 22.206.160.j](#), [22.206.160.k](#), [22.206.160.l](#), [22.206.160.m](#), and [22.206.160.n](#)), and remediation has been ordered;
2. Tenant Criminal Activity: The tenant has engaged in criminal activity, violated drug laws, or operated an unlawful business ([SMC 22.206.160.p](#), [RCW 7.43](#), or [RCW 59.12.030\(5\)](#)); or
3. Owner-Shared Dwelling: The owner resides in the dwelling or the accessory dwelling unit on the same lot and wishes to terminate the tenancy ([SMC 22.206.160.o](#)).

These conditions do not permit evictions of students or educators during the school year that would otherwise be allowed under the Just Cause Eviction Ordinance (JCEO, [SMC 22.206.160.C](#)). The JCEO permits evictions to occur both for additional circumstances where the tenant is at fault (e.g., failure to pay rent, recurrent late payment of rent, violation of the tenancy agreement, etc.) and “no fault” circumstances (e.g., selling the unit, substantial rehabilitation, allowing an immediate family member to occupy the unit, etc.).

Comparable Polices Nationwide

Central Staff was able to locate two jurisdictions with a similar defense against eviction, San Francisco, CA ([SFMC 37.9.j](#), and Santa Monica, CA ([SMMC 4.27.050](#)). The Santa Monica statute appears to be modeled after San Francisco’s.

The statues in San Francisco and Santa Monica differ from CB 120046 in two notable ways but otherwise contain similar language:

- Only Protect “No-Fault” Evictions: Both the San Francisco and Santa Monica statutes generally apply to situations where the tenant’s actions have not precipitated the eviction but do not protect tenants who have failed to pay rent, violated the terms of a rental agreement, engaged in criminal activity, or otherwise had autonomy in the circumstances leading to the eviction.
- Minimum 12-Month Residency: Both statues require the tenant to have resided in the unit for a minimum of 12 months to qualify.

Next Steps

CB 120046 was discussed at the May 12, 2021 meeting of the Sustainability and Renter’s Rights Committee. Additional discussion and a possible vote are expected at the May 25, 2021 committee meeting.

cc: Dan Eder, Interim Director
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