



CITY OF SEATTLE

City Council

Agenda

Monday, June 7, 2021

2:00 PM

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or
Seattle Channel online.

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

[Watch Council Meetings Live](#) [View Past Council Meetings](#)

For accessibility information and for accommodation requests, please call
206-684-8888 (TTY Relay 7-1-1), email CouncilAgenda@Seattle.gov, or visit
<http://seattle.gov/cityclerk/accommodations>.



CITY OF SEATTLE

City Council Agenda

June 7, 2021 - 2:00 PM

Meeting Location:

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or Seattle Channel online.

Committee Website:

<http://www.seattle.gov/council>

In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at

<http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers at

Council@seattle.gov

Sign-up to provide Public Comment at the meeting at

<http://www.seattle.gov/council/committees/public-comment>

Watch live streaming video of the meeting at

<http://www.seattle.gov/council/watch-council-live>

Listen to the meeting by calling the Council Chamber Listen Line at 253-215-8782 Meeting ID: 586 416 9164

One Tap Mobile No. US: +12532158782,,5864169164#

A. CALL TO ORDER

B. ROLL CALL**C. PRESENTATIONS****D. APPROVAL OF THE JOURNAL**

[Min 335](#) June 1, 2021

Attachments: [Minutes](#)

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

[IRC 306](#) June 7, 2021

Attachments: [Introduction and Referral Calendar](#)

F. APPROVAL OF THE AGENDA**G. PUBLIC COMMENT**

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 minutes.

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at <http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.m. meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

H. PAYMENT OF BILLS

These are the only Bills which the City Charter allows to be introduced and passed at the same meeting.

- [CB 120095](#) AN ORDINANCE appropriating money to pay certain audited claims for the week of May 24, 2021 through May 28, 2021 and ordering the payment thereof.

I. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

CITY COUNCIL:

1. [CB 120080](#) AN ORDINANCE relating to land use and zoning; extending for six months a moratorium established by Ordinance 125764, and extended by Ordinances 126006, 126090, and 126241, on the filing, acceptance, processing, and/or approval of any application to establish a new principal or accessory use, or change a principal or accessory use, for any site currently used as a mobile home park, as defined in Section 23.84A.032 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

Supporting Documents:

[Summary and Fiscal Note](#)

2. [Res 31998](#) A RESOLUTION urging Mayor Durkan and Governor Inslee to extend the City and State emergency moratoriums on evictions through no earlier than the end of 2021.

Supporting Documents:

[Summary and Fiscal Note](#)
[Proposed Amendment 1](#)

SUSTAINABILITY AND RENTERS' RIGHTS COMMITTEE:

3. [CB 120046](#) AN ORDINANCE relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year; and amending Section 22.206.160 of the Seattle Municipal Code.

The Committee recommends that City Council pass the Council Bill (CB) with a Divided Report.

In Favor: 3 - Sawant, Morales, Lewis

Opposed: 1 - Pedersen

Supporting Documents:

[Summary and Fiscal Note](#)

4. [CB 120077](#) AN ORDINANCE relating to the termination of residential rental tenancies; providing a defense to eviction for rent due during the City's COVID-19 civil emergency; and amending Section 22.206.160 of the Seattle Municipal Code.

The Committee recommends that City Council pass the Council Bill (CB) with a Divided Report.

In Favor: 3 - Sawant, Morales, Lewis

Opposed: 1 - Pedersen

Supporting Documents:

[Summary and Fiscal Note](#)

5. [CB 120090](#) AN ORDINANCE relating to new residential rental tenancies; giving a tenant a right of first refusal of a new tenancy after the expiration of a tenancy for a specified time; requiring a landlord to have just cause for declining to give a tenant the right of first refusal; requiring notice in advance of asserting just cause; creating a private right for action for the tenant; providing a defense to eviction when a landlord fails to give a tenant a right of first refusal; allowing a tenant to rescind a termination agreement; and amending Sections 7.24.030, 14.08.050, and 22.206.160 of the Seattle Municipal Code.

The Committee recommends that City Council pass the Council Bill (CB) with a Divided Report.

In Favor: 3 - Sawant, Morales, Lewis

Opposed: 1 - Pedersen

Supporting Documents:

[Summary and Fiscal Note](#)

[Central Staff Memo](#)

[Proposed Amendment 1](#)

[Proposed Amendment 2](#)

[Proposed Amendment 3](#)

[Proposed Amendment 4](#)

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: Min 335, **Version:** 1

June 1, 2021

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, June 1, 2021

2:00 PM

Public Hearing

Remote Meeting. Call 253-215-8782; Meeting ID: 586 416 9164; or
Seattle Channel online.

City Council

M. Lorena González, President

Lisa Herbold, Member

Debora Juarez, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Lorena.González@seattle.gov

In-person attendance is currently prohibited per Washington State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature. Meeting participation is limited to access by telephone conference line and online by the Seattle Channel.

A. CALL TO ORDER

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.15, and guidance provided by the Attorney General's Office, on June 1, 2021, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President González presiding.

B. ROLL CALL

The following Councilmembers were present and participating electronically:

Present: 8 - González , Herbold, Juarez, Morales, Mosqueda, Pedersen, Sawant, Strauss

Late Arrival: 1 - Lewis

C. PRESENTATIONS

Councilmember Herbold presented a Proclamation recognizing June 4, 2021 as National Gun Violence Awareness Day. By unanimous consent, the Council Rules were suspended to allow Councilmember Herbold to present the Proclamation, and to allow, Nancy Dombrowski from Moms Demand Action, to address the Council.

D. APPROVAL OF THE JOURNAL

[Min 334](#)

May 24, 2021

Motion was made, duly seconded and carried, to adopt the proposed Minutes by the following vote, and the President signed the Minutes:

In Favor: 8 - González , Herbold, Juarez, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR

[IRC 305](#)

June 1, 2021

Motion was made, duly seconded and carried, to adopt the proposed Introduction and Referral Calendar (IRC) by the following vote:

In Favor: 8 - González , Herbold, Juarez, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

Motion was made, duly seconded and carried, to adopt the proposed Agenda.

G. PUBLIC COMMENT

By unanimous consent, the Council Rules were suspended to provide a 60 minute Public Comment period.

The following individuals addressed the Council:

Howard Gale
Shamir Tanna
Alice Mar-Abe
Kirstin Wagner
Peter Condit
Walker Thomas
Tally KB

Councilmember Lewis joined the meeting at 2:28 p.m.

Matt Offenbacher
Alice Lockhart
Flora Wright
Emily Graham
Travonna Thompson-Wiley
Sarah Burkhalter
Emily Childs
Pennie O'Grady
LeTania Severe
Claire Bomkamp
Ashton Eby
Lena Sullivan
Aidan Carroll
Sarah Lindsley
Natalie Schmidt
Stephanie Kiracofe
Eric Salinger
Aaron Mandell
David Haines
Elana Lessing
Jaime Flesher
Grace Harvey
Julia Buck
QoQo Weber

H. PAYMENT OF BILLS

[CB 120091](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of May 17, 2021 through May 21, 2021 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 120091.

The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

I. COMMITTEE REPORTS

CITY COUNCIL:

1. [CB 120080](#) **AN ORDINANCE relating to land use and zoning; extending for six months a moratorium established by Ordinance 125764, and extended by Ordinances 126006, 126090, and 126241, on the filing, acceptance, processing, and/or approval of any application to establish a new principal or accessory use, or change a principal or accessory use, for any site currently used as a mobile home park, as defined in Section 23.84A.032 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.**

A Public Hearing was held.

2. [CB 120089](#) **AN ORDINANCE relating to the City Light and Seattle Public Utilities Departments; temporarily removing the charge of interest on delinquent utility consumption and utilization accounts; superseding several sections under Title 21 that authorize and require the collection of interest on delinquent utility consumption and utilization accounts; and ratifying and confirming certain prior acts.**

Motion was made and duly seconded to pass Council Bill 120089.

The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

3. [CB 120087](#) **AN ORDINANCE relating to appropriations for the Seattle Office for Civil Rights; amending Ordinance 126237, which adopted the 2021 Budget; changing appropriations to various departments and budget control levels, and from various funds in the Budget; lifting a proviso; imposing provisos; creating new positions; and ratifying and confirming certain prior acts.**

ACTION 1:

Motion was made and duly seconded to pass Council Bill 120087.

ACTION 2:

Motion was made by Councilmember Morales, duly seconded and carried, to amend Council Bill 120087, by amending Section 5, adding a sunset clause for the three positions created by the legislation, as shown in the underlined language below:

The Director of the Seattle Office for Civil Rights is authorized to fill these positions subject to Seattle Municipal Code Title 4, the City's Personnel Rules, Civil Service rules, and applicable employment laws. These positions will be abrogated effective December 31, 2023.

ACTION 3:

Motion was made and duly seconded to pass Council Bill 120087 as amended.

The Motion carried, the Council Bill (CB) was passed as amended by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

4. [Appt 01915](#) **Reappointment of Martha Lucas as member, Community Involvement Commission, for a term to May 31, 2023.**

Motion was made and duly seconded to confirm Appointment 01915.

The Motion carried, and the Appointment (Appt) was confirmed by the following vote:

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

5. [Appt 01916](#) **Appointment of Jessica Hernandez as member, Urban Forestry Commission, for a term to March 31, 2024.**

Motion was made and duly seconded to confirm Appointment 01916.

The Motion carried, and the Appointment (Appt) was confirmed by the following vote:

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

6. [Appt 01918](#) **Reappointment of Vinita Sidhu as member, Seattle Design Commission, for a term to February 28, 2023.**

Motion was made and duly seconded to confirm Appointment 01918.

The Motion carried, and the Appointment (Appt) was confirmed by the following vote:

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:

7. [CB 119981](#) **AN ORDINANCE amending Ordinance 126237, which adopted the 2021 Budget, including the 2021-2026 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; and adding or modifying provisos.**

The Committee recommends that City Council does not pass as amended the Council Bill (CB) with a Divided Report.

In Favor: 3 - González , Morales, Sawant

Opposed: 2 - Herbold, Lewis

ACTION 1:

Motion was made and duly seconded to pass Council Bill 119981.

ACTION 2:

Motion was made by Councilmember Herbold, duly seconded and carried, to amend Council Bill 119981, by amending Section 1, Subsection M, as shown in the underlined and strike through language below:

M. ~~Recent legal analyses show that~~ Out-of-order layoffs based on sustained misconduct are not practical because: (1) Public Safety Civil Service rules would allow laid off officers to be placed on a reinstatement register and re-hired when SPD is hiring new officers; and (2) Chapter 10.93 RCW precludes any “adverse personnel action” to be taken against a police officer solely because the officer is on a Brady list, a disclosures of members of law enforcement whose involvement in a case as an arresting officer, investigator, or witness is in question because of a history of dishonesty or misconduct.

ACTION 3:

Motion was made by Councilmember Lewis and duly seconded, to amend Council Bill 119981, as shown in Attachment 1 to the Minutes.

The Motion carried by the following vote:

In Favor: 5 - Herbold, Juarez, Lewis, Mosqueda, Strauss

Opposed: 4 - González, Morales, Pedersen, Sawant

ACTION 4:

Motion was made and duly seconded to pass Council Bill 120087 as amended.

The Motion failed, and the Council Bill (CB) was not passed as amended by the following vote:

In Favor: 3 - Herbold, Juarez, Lewis

Opposed: 6 - González , Morales, Mosqueda, Pedersen, Sawant, Strauss

LAND USE AND NEIGHBORHOODS COMMITTEE:

8. [CB 120086](#) **AN ORDINANCE relating to the transfer of City property located at 525 North 85th Street; authorizing the conveyance of the property to the Phinney Neighborhood Association, a Washington non-profit corporation, consistent with the intent of Resolution 31856 and to provide for the continued delivery of social services; making findings of fact about the consideration for the transfer; superseding Resolution 31837 for the purposes of this ordinance; and authorizing the Director of Finance and Administrative Services or designee to execute and deliver documents necessary to carry out the conveyance of such property on the terms and conditions of this ordinance.**

The Committee recommends that City Council pass as amended the Council Bill (CB).

In Favor: 3 - Strauss, Mosqueda, Lewis

Opposed: None

Abstain: 1 - Pedersen

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 8 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Sawant, Strauss

Opposed: 1 - Pedersen

9. [CB 120084](#) **AN ORDINANCE relating to land disturbing activity; updating the Grading Code to align with updates to other codes; and amending Sections 22.170.020, 22.170.050, 22.170.060, 22.170.070, 22.170.080, 22.170.110, and 22.170.190 of the Seattle Municipal Code.**

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 3 - Strauss, Lewis, Pedersen

Opposed: None

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

10. [CB 120083](#) **AN ORDINANCE relating to Seattle's construction codes; amending Sections 713.13.7 and 1613.1.1 and Table 2902.1 of the 2018 Seattle Building Code, adopted by Ordinance 126278; amending Section R501.4 of the 2018 Seattle Energy Code, adopted by Ordinance 126279; amending Chapter 16 of the Seattle Existing Building Code, adopted by Ordinance 126278; and amending Sections 2.4, 4.5, 4.25, 4.26, and 5.9.1 of the Seattle Boiler and Pressure Vessel Code, adopted by Ordinance 126278.**

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 3 - Strauss, Lewis, Pedersen

Opposed: None

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

11. [CB 120085](#) **AN ORDINANCE relating to boiler and steam engine operations; amending Chapter 6.420 of the Seattle Municipal Code.**

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 3 - Strauss, Lewis, Pedersen

Opposed: None

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

12. [Appt 01917](#) **Appointment of Nick Setten as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2022.**

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 4 - Strauss, Mosqueda, Lewis, Pedersen

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 9 - González , Herbold, Juarez, Lewis, Morales, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

Motion was made, duly seconded and carried, to excuse Councilmember Herbold from the June 7, 2021 City Council meeting.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:14 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on June 7, 2021.

M. Lorena González, Council President of the City Council

Monica Martinez Simmons, City Clerk

Att 1 - Action 3 of CB 119981

City Council Meeting Minutes of June 1, 2021

Att 1 – Action 3 of CB 119981

1. On Page 1, In the first Recital, Delete “, and expressed the Council’s intent to reduce SPD’s budget in phases and increase funding for community-led research and participatory budgeting”
2. On Page 2, In the last Recital, Delete “the community-led participatory budgeting work called for in Resolution 31962” and Insert “non-congregate shelter, support services, and outreach modeled after the JustCARE pilot program”.
3. On Page 5, Paragraph 1, Delete “the City’s Participatory Budgeting efforts” and Insert “non-congregate shelter, support services, and outreach modeled after the JustCARE pilot program”
4. On Page 7, in Section 2, Delete Item 2.8 and Insert the following:

2.8	Human Services Department	General Fund (00100)	Addressing Homelessness (BO-HS-H3000)	\$2,000,000
-----	---------------------------	----------------------	---------------------------------------	-------------

5. On Page 8, Delete all of Section 3 and Insert the following:

Section 3. This ordinance imposes a proviso, as follows:

“Of the appropriation in the 2021 budget for the Human Services Department, Addressing Homelessness Budget Summary Level (HSD-BO-HS-H3000), \$2,000,000 is appropriated solely to provide non-congregate shelter in hotel rooms, intensive support services, and outreach to individuals experiencing chronic homelessness or who have high barriers to service engagement, similar to the model piloted by JustCARE, and may be spent for no other purpose.”



Legislation Text

File #: IRC 306, **Version:** 1

June 7, 2021



Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<u>By: Mosqueda</u>		
1. CB 120095	AN ORDINANCE appropriating money to pay certain audited claims for the week of May 24, 2021 through May 28, 2021 and ordering the payment thereof.	City Council
<u>By: Strauss</u>		
2. Appt 01940	Appointment of May G. Wu as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2022.	City Council
<u>By: Strauss</u>		
3. Appt 01941	Appointment of Cindy Ju as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2023.	City Council
<u>By: Strauss</u>		
4. Appt 01942	Appointment of Lisa Nitze as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2023.	City Council
<u>By: Strauss</u>		
5. Appt 01943	Reappointment of David J. Della as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2023.	City Council
<u>By: Strauss</u>		
6. Appt 01944	Reappointment of Wayne H. Lau as member, Seattle Chinatown International District Preservation and Development Authority Governing Council, for a term to December 31, 2023.	City Council

By: González

7. [Appt 01945](#) Appointment of Rory O'Sullivan as member, Districting Commission. Governance and Education Committee

By: González

8. [Appt 01946](#) Appointment of Eliseo Juarez as member, Districting Commission. Governance and Education Committee



Legislation Text

File #: CB 120095, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain audited claims for the week of May 24, 2021 through May 28, 2021 and ordering the payment thereof.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$23,342,939.07 on PeopleSoft 9.2 mechanical warrants numbered 4100463206 - 4100465220 plus manual or cancellation issues for claims, E-Payables of \$151,554.64 on PeopleSoft 9.2 9100009294 - 9100009355 and Electronic Financial Transactions (EFT) in the amount of \$84,312,633.56 are presented for ratification by the City Council per RCW 42.24.180.

Section 2. Payment of the sum of \$52,036,708.99 on City General Salary Fund mechanical warrants numbered 51346847- 51347402 plus manual warrants, agencies warrants, and direct deposits numbered 220001 - 222692 representing Gross Payrolls for payroll ending date May 25, 2021 as detailed in the Payroll Summary Report for claims against the City which were audited by the Auditing Committee and reported by said committee to the City Council June 3, 2021 consistent with appropriations heretofore made for such purpose from the appropriate Funds, is hereby approved.

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 4. 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 7th day of June 2021, and signed by me in open session in authentication of its passage this 7th day of June 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)



Legislation Text

File #: CB 120080, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to land use and zoning; extending for six months a moratorium established by Ordinance 125764, and extended by Ordinances 126006, 126090, and 126241, on the filing, acceptance, processing, and/or approval of any application to establish a new principal or accessory use, or change a principal or accessory use, for any site currently used as a mobile home park, as defined in Section 23.84A.032 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council makes the following legislative findings of fact and declarations:

A. The Council incorporates by reference the findings of fact contained in Ordinance 125764.

B. In January 2019, the City Council passed Ordinance 125764, establishing a moratorium on the filing, acceptance, processing, and/or approval of any application to establish a new principal or accessory use, or change a principal or accessory use, for any site currently used as a mobile home park, as defined in Section 23.84A.032 of the Seattle Municipal Code.

C. That moratorium was extended for three additional six-month periods by Ordinance 126006 (December 2019), Ordinance 126090 (June 2020), and Ordinance 126241 (November 2020).

D. On April 26, 2021, the Council issued a State Environmental Policy Act (SEPA) threshold determination of non-significance for permanent regulations creating a Mobile Home Park Overlay District to help preserve the remaining mobile home parks in Seattle.

E. That threshold determination of non-significance was appealed to the City Hearing Examiner on May 17, 2021.

F. On May 24, 2021, the Council introduced Council Bill 120079, creating a Mobile Home Park

Overlay District.

G. Seattle Municipal Code Section 23.76.062.D precludes Council action on Council Bill 120079 until the Hearing Examiner issues a decision affirming the determination of non-significance.

H. Although the City has worked to develop permanent regulations, the work has not been completed and the City Council will not be able to consider and act on permanent regulations until after the expiration of the moratorium on July 10, 2021.

I. Work on permanent regulations has been limited due to the February 29, 2020, and March 3, 2020, proclamations of civil emergency by Governor Inslee and Mayor Durkan, respectively, related to the spread of COVID-19, and the SEPA appeal to the City Hearing Examiner.

J. Revised Code of Washington (RCW) 36.70A.390 authorizes the City to extend the duration of a moratorium by ordinance for one or more six-month periods.

Section 2. The moratorium first set forth in Ordinance 125764, and extended by Ordinances 126006, 126090, and 126241, shall be extended and in effect for a period of six months from the effective date of this ordinance, and shall automatically expire on the earlier of the effective date of the ordinance introduced as Council Bill 120079 creating a Mobile Home Park Overlay District, or after the six-month period unless the same is extended as provided by statute, or unless terminated sooner by the City Council.

Section 3. Any act relating to the filing, acceptance, processing, and/or approval of permits and permit applications consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 4. 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 _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Freeman / 48178	NA

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to land use and zoning; extending for six months a moratorium established by Ordinance 125764, and extended by Ordinances 126006, 126090, and 126241, on the filing, acceptance, processing, and/or approval of any application to establish a new principal or accessory use, or change a principal or accessory use, for any site currently used as a mobile home park, as defined in Section 23.84A.032 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

The legislation would extend a moratorium established by Ordinance 125764. That moratorium was previously extended by Ordinances 126006, 126090, and 126241. The extended moratorium will expire in July 2021.

Ordinance 125764 established a moratorium on the filing, acceptance, processing, and/or approval of any application to establish a new principal or accessory use, or change a principal or accessory use, for any site currently used as a mobile home park. The ordinance also established a work program for the Office of Planning and Community Development (OPCD) and the Seattle Department of Construction and Inspections (SDCI) to develop proposed regulations for Council consideration and conduct any required environmental review pursuant to the State Environmental Policy Act (SEPA). Those regulations could include land use regulations that protect residents of mobile home parks who suffer from housing insecurity.

The work program requested that the Executive publish any required SEPA threshold determination by June 2019 and transmit proposed legislation to Council by September 2019. In April 2021, the Council issued a State Environmental Policy Act (SEPA) threshold determination of non-significance for a proposal to create a Mobile Home Park Overlay District. That threshold determination was appealed to the City Hearing Examiner on May 17, 2021. The COVID-19 civil emergencies declared by the Governor and Mayor and the SEPA appeal have forestalled the City's efforts to develop a proposal for Council consideration. A six-month extension of the moratorium is necessary to preserve the option for Council to consider future land use regulations related to mobile home parks.

There are currently at least two mobile home parks located in Seattle: (1) the Halcyon mobile home park located at 12234 Stone Av. N. and (2) the Bella B mobile home park located at 1301 N 125th St. Mobile homes are a source of market rate affordable housing. The Halcyon

mobile home park includes 76 homes, many of which are occupied by lower-income and elderly residents.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? Yes No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Is there financial cost or other impacts of *not* implementing the legislation?

Existing mobile home parks house many low-income and senior households. Displacement of low-income residents could increase demand for services provided by affordable housing and human services providers.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
Yes, the Seattle Department of Construction and Inspections.
- b. **Is a public hearing required for this legislation?**
A public hearing is required. A hearing is scheduled for June 1, 2021 at the Full Council.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
Yes, hearing notice is required in the Daily Journal of Commerce.
- d. **Does this legislation affect a piece of property?**
The legislation affects property currently in use as mobile home parks. Those properties include, at least, the Halcyon mobile home park, located at 12234 Stone Av. N. and the Bella B mobile home park located at 1301 N. 125th St.
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
Mobile home parks offer market rate affordable housing to seniors and low-income households. This legislation extends a moratorium to allow the City to explore options for stabilizing those communities.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No. Disclosure of climate change implications for permanent regulations are discussed in the summary to that bill.

2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

No. Disclosure of climate change implications for permanent regulations are discussed in the summary to that bill.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

NA

List attachments/exhibits below:



Legislation Text

File #: Res 31998, Version: 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION urging Mayor Durkan and Governor Inslee to extend the City and State emergency moratoriums on evictions through no earlier than the end of 2021.

WHEREAS, on February 29, 2020, the Washington Governor issued Proclamation 20-05, proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of COVID-19; and

WHEREAS, on March 3, 2020, Mayor Jenny A. Durkan proclaimed a civil emergency in Seattle; and

WHEREAS, on March 5, 2020, the Council adopted Resolution 31937 affirming the civil emergency, modifying orders transmitted by the Mayor related to the emergency, and establishing Council's expectations related to future orders and reporting by the Mayor during the civil emergency; and

WHEREAS, on March 18, 2020, the Washington Governor issued Proclamation 20-19, to temporarily prohibit residential evictions statewide until April 17, 2020, and has subsequently amended the prohibition on residential evictions statewide, currently in place through March 31, 2021; and

WHEREAS, on March 14, 2020, as a result of the continued worldwide spread of COVID-19, its significant progression in Seattle, and the high risk it poses to the most vulnerable populations, Mayor Durkan issued an emergency order imposing an eviction moratorium, subsequently extended, and currently in place until March 31, 2021; and

WHEREAS, Mayor Durkan's March 14 emergency order states that, "[t]he decision to extend the moratorium shall be evaluated and determined by the Mayor based on public health necessity"; and

WHEREAS, a grassroots movement of community organizations and renters, including thousands signing

petitions, fought for the Seattle and Washington State eviction moratoriums to be initially issued and later to be extended; and

WHEREAS, the affordable housing crisis, homelessness emergency, and now the COVID-19 pandemic and related economic and unemployment emergencies in Seattle are having a deep impact on the lives of people throughout Seattle and the region, disproportionately on people of color, immigrants, the LGBTQ community, indigenous peoples' communities, disabled community members, and women, who already struggle against entrenched inequality; and

WHEREAS, although Black people constitute only 8.3 percent of the city's population, they constituted fully 28 percent of all tenants facing eviction in 2019, according to the Housing Justice Project; and

WHEREAS, the September 2018, Seattle Women's Commission and the King County Bar Association's report *Losing Home: The Human Cost of Eviction in Seattle* ("Losing Home") found that of people evicted "31.2% were Black tenants, experiencing eviction at a rate 4.5 times what would be expected based on their demographics in Seattle"; and

WHEREAS, *Losing Home* found that most evicted respondents became homeless, with 37.5 percent completely unsheltered, 25.0 percent living in a shelter or transitional housing, and 25.0 percent staying with family or friends. Only 12.5 percent of evicted respondents found another apartment or home to move into; and

WHEREAS, a 2018 investigation by the King County Medical Examiner's Office found that over half of 107 presumed homeless deaths investigated occurred outside and attributed approximately 121, or 62 percent, of presumed homeless deaths investigated to non-natural causes (drug overdose, accidents (including hypothermia), suicide, homicide, and undetermined), making it clear that people experiencing homelessness have a much higher risk than the general population of developing exposure-related conditions; and

WHEREAS, persons with underlying health conditions are at greater risk of fatality if they catch COVID-19,

and preventing individuals from becoming higher-risk patients will protect the public health, safety, and welfare of the region; and

WHEREAS, a January 2021 study titled “Housing Precarity & the COVID-19 Pandemic: Impacts of Utility Disconnection and Eviction Moratoria on Infections and Deaths Across US Counties,” published by the National Bureau of Economic Research, found that, “policies that limit evictions are found to reduce COVID-19 infections by 3.8% and reduce deaths by 11%,” and that, “[h]ad such policies been in place across all counties (i.e., adopted as federal policy) from early March 2020 through the end of November 2020, our estimated counterfactuals show that policies that limit evictions could have reduced COVID-19 infections by 14.2% and deaths by 40.7%”; and

WHEREAS, on January 22, 2021, *The Stranger* published an op-ed demanding the eviction moratoriums be extended through the end of 2021, co-signed by 18 community leaders, including tenant rights advocates, labor leaders, environmental activists, civil rights, and youth leaders and a Seattle City Councilmember; and

WHEREAS, on March 4, 2021, 47 unions, tenant advocates, immigrant rights groups, and other organizations sent an open letter to Mayor Durkan stating, “we are writing to urge you to extend Seattle’s eviction moratorium for residents, small businesses, and nonprofits beyond its current expiration date of March 31, 2021. We ask that it be extended through the end of this year, and that you announce this extension as soon as possible”; and

WHEREAS, before the pandemic, 78 percent of American workers were living paycheck-to-paycheck, and nearly 75 percent reported being in debt, and as a result of COVID and the economic recession, more than 30 million Americans-including at least 650,000 Washingtonians-are at risk of eviction if current emergency measures expire at the end of March; and

WHEREAS, on March 1, 2021, the Associated Press reported that “a senior World Health Organization official said Monday it was “premature” and “unrealistic” to think the pandemic might be stopped by the end of

the year”; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:

Section 1. The Seattle City Council urges Washington Governor Jay Inslee to amend Proclamation 20-19, to extend the statewide moratorium on residential evictions through no earlier than the end of 2021, and to make that announcement as soon as possible. The Seattle City Council requests the Office of Intergovernmental Relations convey the content of this resolution to the Office of the Governor.

Section 2. The Seattle City Council urges Mayor Jenny Durkan to extend the March 14, 2020, emergency order placing a moratorium on residential and small business evictions through no earlier than the end of 2021. The Seattle City Council further urges Mayor Durkan to make the announcement of the moratorium extension as soon as possible.

Adopted by the City Council the _____ day of _____, 2021, and signed by me in open session in authentication of its adoption this _____ day of _____, 2021.

President _____ of the City Council

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Ted Virdone 206-518-0382	

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

A RESOLUTION urging Mayor Durkan and Governor Inslee to extend the City and State emergency moratoriums on evictions through no earlier than the end of 2021.

Summary and background of the Legislation:

This resolution urges Mayor Durkan and Governor Inslee to extend the City and State emergency moratorium on evictions through no earlier than the end of 2021. Currently the State and City eviction moratoriums are set to expire at the end of March. The Associated Press reported on March 1 that “a senior World Health Organization official said Monday it was “premature” and “unrealistic” to think the pandemic might be stopped by the end of the year.” And the economic impacts of COVID will continue beyond that.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes X No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes X No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

If so, describe the nature of the impacts. This could include increased operating and maintenance costs, for example.

NO

Is there financial cost or other impacts of *not* implementing the legislation?

Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

When the eviction moratorium ends, there will likely be hundreds or thousands of evictions. Almost 9/10 people evicted in Seattle become homeless. Beyond the human impact of these evictions, increased homelessness has financial costs for the City.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

If so, please list the affected department(s) and the nature of the impact (financial, operational, etc.).

NO

b. Is a public hearing required for this legislation?

If yes, what public hearing(s) have been held to date, and/or what public hearing(s) are planned/required in the future?

NO

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

For example, legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with your lawyer. If publication of notice is required, describe any steps taken to comply with that requirement.

NO

d. Does this legislation affect a piece of property?

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation itself, then you must include a map and/or other visual representation of the property and its location as an attachment to the fiscal note. Place a note on the map attached to the fiscal note that indicates the map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

NO

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

If yes, please explain how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers.

Evictions disproportionately impact vulnerable and historically disadvantaged communities. If the eviction moratorium is ended, it will have devastating consequences.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

Please provide a qualitative response, considering net impacts. Are there potential carbon emissions impacts of not implementing the proposed legislation. Discuss any potential intersections of carbon emissions impacts and race and social justice impacts, if not previously described in Section 4e.

NO

2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

Describe the potential climate resiliency impacts of implementing or not implementing the proposed legislation. Discuss any potential intersections of climate resiliency and race and social justice impacts, if not previously described in Section 4e.

NO

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

This answer should highlight measurable outputs and outcomes.

N/A

List attachments/exhibits below:

Amendment 1

to

RES 31998 – Eviction Moratorium

Sponsor: CM Sawant

Updating recitals and requesting the Governor establish a new eviction moratorium

Amend the following as shown:

* * *

WHEREAS, on March 18, 2020, the Washington Governor issued Proclamation 20-19, to temporarily prohibit residential evictions statewide until April 17, 2020, and has subsequently amended the prohibition on residential evictions statewide, currently in place through ~~March 31~~June 30, 2021; and

WHEREAS, on April 22, 2021, the Washington Governor signed into law Engrossed Second Substitute Senate Bill (ESSB) 5160, which states that “[t]he eviction moratorium instituted by the governor of the state of Washington's proclamation 20-19.6 shall end on June 30, 2021”; and

WHEREAS, there is nothing in ESSB 5160 or in other legislation preventing the Washington Governor from issuing a proclamation declaring a new eviction moratorium after June 30, 2021; and

WHEREAS, on March 14, 2020, as a result of the continued worldwide spread of COVID-19, its significant progression in Seattle, and the high risk it poses to the most vulnerable populations, Mayor Durkan issued an emergency order imposing an eviction moratorium, subsequently extended, and currently in place until ~~March 31~~June 30, 2021; and

* * *

Asha Venkataraman

Date: June 7, 2021

Version: 1

WHEREAS, on March 4, 2021, 47 unions, tenant advocates, immigrant rights groups, and other organizations sent an open letter to Mayor Durkan stating, “we are writing to urge you to extend Seattle’s eviction moratorium for residents, small businesses, and nonprofits beyond its current expiration date of March 31, 2021. We ask that it be extended through the end of this year, and that you announce this extension as soon as possible”; and

WHEREAS, on May 17, 2021, the Washington Community Action Network began a letter writing campaign to Governor Inslee stating, “[w]e are calling for an extension of the Eviction Moratorium through the end of the year to make sure renters have time to access rent relief programs, get back to their normal incomes, and can get caught up on rent. We won some important policies in the state legislature, but to make sure those policies are effective, we need to ensure renters have time to catch up on rent”; and

WHEREAS, on May 27, 2021, the Washington Low Income Housing Alliance began a letter writing campaign to Governor Inslee stating that, “incredible numbers of renters are applying for rental assistance and it will take months to get the funds distributed. Lifting the moratorium and allowing landlords to proceed with evictions a month from now would be grossly irresponsible”; and

WHEREAS, on May 19, 2021, the U.S. Census Bureau published the Household Pulse Survey, which found that 270,000 Washington State renters have no or little confidence they will be able to pay rent next month (18 percent of all state renters), and 98,000 Washington State renters think it is very or somewhat likely they will be evicted in the next two months;

~~WHEREAS, before the pandemic, 78 percent of American workers were living paycheck to paycheck, and nearly 75 percent reported being in debt, and as a result of COVID and the~~

Asha Venkataraman

Date: June 7, 2021

Version: 1

~~economic recession, more than 30 million Americans—including at least 650,000~~

~~Washingtonians—are at risk of eviction if current emergency measures expire at the end of March; and~~

~~WHEREAS, on March 1, 2021, the Associated Press reported that “a senior World Health Organization official said Monday it was “premature” and “unrealistic” to think the pandemic might be stopped by the end of the year”;~~ NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:

Section 1. The Seattle City Council urges Washington Governor Jay Inslee to ~~amend~~ issue a new proclamation, substantively similar to Proclamation 20-19, to ~~extend the~~ establish a statewide moratorium on residential evictions through no earlier than the end of 2021, and to make that announcement as soon as possible. The Seattle City Council requests the Office of Intergovernmental Relations convey the content of this resolution to the Office of the Governor.

* * *

Effect: This amendment would update the resolution’s recitals to include actions that have occurred since March 15, 2021. It also amends the request to the Governor by asking for establishment of a new eviction moratorium since ESSB 5160 ends the existing moratorium on June 30, 2021.



Legislation Text

File #: CB 120046, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year; and amending Section 22.206.160 of the Seattle Municipal Code.

WHEREAS, on November 2, 2015, the Mayor issued a Civil Emergency to address the homelessness crisis in the City of Seattle, and on November 3, 2015, the City Council adopted Resolution 31630, ratifying and confirming that Mayoral Proclamation of Civil Emergency; and

WHEREAS, in September 2018, the Seattle Women’s Commission and the King County Bar Association jointly published *Losing Home: The Human Cost of Eviction in Seattle*, finding that households who are evicted face material hardships that make it more difficult to secure safe and affordable housing and that the most disadvantaged groups face the highest likelihood of eviction; and

WHEREAS, *Losing Home* found that most evicted respondents became homeless, with 37.5 percent completely unsheltered, 25.0 percent living in a shelter or transitional housing, 25.0 percent staying with family or friends, and only 12.5 percent finding another apartment or home to move into; and

WHEREAS, *Losing Home* further found that, “of evicted respondents with school-age children, 85.7% said their children had to move schools after the eviction, and 87.5% reported their children’s school performance suffered ‘very much’ because of the eviction”; and

WHEREAS, *Losing Home* cites academic research showing that, “the eviction of children and adolescents has serious and longstanding effects on their development and overall well-being, including poor academic performance, delayed literacy skills, an up-tick in dropout rates, and violent behavior”; and

WHEREAS, *Losing Home* further found that “eviction pushed low-income tenants out of Seattle: 43.5% of evicted respondents had to leave the city as a result”; and

WHEREAS, *The Negative Effects of Instability on Child Development*, published in 2013 by the Urban Institute, found that “[c]hildren experiencing residential instability demonstrate worse academic and social outcomes than their residentially-stable peers, such as lower vocabulary skills, problem behaviors, grade retention, increased high school drop-out rates, and lower adult educational attainment”; and

WHEREAS, *Systematic review of psychosocial factors associated with evictions*, published in 2018 in *Healthcare and Socialcare in the Community*, reported that “[n]umerous studies have shown negative consequences of evicting children and adolescents which include, but not limited to, decreased academic performance, delayed literacy skills, increased dropout rates, health issues and violent behaviours”; and

WHEREAS, *Elementary School Children: Many Change Schools Frequently, Harming Their Education*, a 1994 report by the U.S. Government Accountability Office, found that “[i]n grouping the children who have changed schools frequently into four income categories, we found that within each category, these children are more likely to be below grade level in reading and math than those who have never changed schools”; and

WHEREAS, *The Consequences of Leaving School Early: The Effects of Within-Year and End-of-Year Teacher Turnover*, published in 2020 in *Education Finance and Policy*, found that “students who lose their teacher during the school year have significantly lower test score gains (on average -7.5 percent of a standard deviation unit) than those students whose teachers stay”; and

WHEREAS, *Putting School Reform in Its Place: Social Geography, Organizational Social Capital, and School Performance*, published in 2012 in *The American Educational Research Journal*, found that “the combined effects of leadership and teacher turnover adversely affected the very institutional resources

(capacity, trust, ties, and beliefs) that researchers have shown to be important for effective institutional response”; and

WHEREAS, *Housing and Employment Insecurity among the Working Poor*, published in 2016 in Social Problems, explained that “housing loss regularly leads to job loss” and estimated “the likelihood of experiencing job loss to be between 11 and 22 percentage points higher for workers who experienced a preceding forced move”; and

WHEREAS, the Seattle City Council is committed to protecting children and students from the destructive impacts of eviction; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection 22.206.160.C of the Seattle Municipal Code, which section was last amended by Ordinance 126278, is amended as follows:

22.206.160 Duties of owners

* * *

C. Just cause eviction

1. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), an owner may not evict a residential tenant without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). An owner of a housing unit shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the owner can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, an owner may not evict a residential tenant from a rental housing unit if: the unit is not registered with the Seattle Department of Construction and Inspections if required by Section 22.214.040; or if subsections 22.206.160.C.8, ~~((€))~~ 22.206.160.C.9, or 22.206,160.C.10 provide the tenant a defense to the eviction.

An owner is in compliance with the registration requirement if the rental housing unit is

registered with the Seattle Department of Construction and Inspections before issuing a notice to terminate tenancy. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this Section 22.206.160:

a. The tenant fails to comply with a 14 day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

b. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12 month period;

c. The tenant fails to comply with a ten day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18 RCW;

d. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten day notice to comply or vacate three or more times in a 12 month period;

e. The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The Director may reduce the time required to give notice to no less than 20 days if the Director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Section 22.206.160, "Immediate family" includes the owner's domestic partner registered pursuant to Section 1 of Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers and sisters of the owner, of

the owner's spouse, or of the owner's domestic partner. There is a rebuttable presumption of a violation of this subsection 22.206.160.C.1.e if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

f. The owner elects to sell a single-family dwelling unit and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Section 22.206.160, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

1) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

2) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

g. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

h. The owner seeks to do substantial rehabilitation in the building; provided that, the

owner must obtain a tenant relocation license if required by Chapter 22.210 and at least one permit necessary for the rehabilitation, other than a Master Use Permit, before terminating the tenancy;

i. The owner (i) elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use; provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210 and a permit necessary to demolish or change the use before terminating any tenancy, or (ii) converts the building to a condominium provided the owner complies with the provisions of Sections 22.903.030 and 22.903.035;

j. The owner seeks to discontinue use of a housing unit unauthorized by Title 23 after receipt of a notice of violation. The owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

1) \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the County median income, or

2) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the County median income;

k. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit, as required by Title 23, and:

1)

a) The number of such individuals was more than is lawful under the current version of Title 23 but was lawful under Title 23 or Title 24 on August 10, 1994;

b) That number has not increased with the knowledge or consent of the owner at any time after August 10, 1994; and

c) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents.

- 2) The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit,
- 3) After expiration of the 30 day notice, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the limit on the number of occupants or vacate, and
- 4) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that, the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

- 1.

- 1) The owner seeks to reduce the number of individuals who reside in one dwelling unit to comply with the legal limit after receipt of a notice of violation of the Title 23 restriction on the number of individuals allowed to reside in a dwelling unit, and:
 - a) The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; provided that no 30 day notice is required if the number of tenants was increased above the legal limit without the knowledge or consent of the owner;
 - b) After expiration of the 30 day notice required by subsection 22.206.160.1.1.a, or at any time after receipt of the notice of violation if no 30 day notice is required pursuant to subsection 22.206.160.1.1.a, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the maximum legal limit on the number of occupants or vacate; and
 - c) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that the owner may either terminate no more than the

minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the option of the owner, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit.

2) For any violation of the maximum legal limit on the number of individuals allowed to reside in a unit that occurred with the knowledge or consent of the owner, the owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

a) \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the county median income, or

b) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the county median income;

m. The owner seeks to discontinue use of an accessory dwelling unit for which a permit has been obtained pursuant to Sections 23.44.041 and 23.45.545 after receipt of a notice of violation of the development standards provided in those sections. The owner is required to pay relocation assistance to the tenant household residing in such a unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

1) \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the county median income, or

2) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the county median income;

n. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to Section 22.206.260 and the emergency conditions identified in the order have not been corrected;

o. The owner seeks to discontinue sharing with a tenant of the owner's own housing

unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit authorized pursuant to Sections 23.44.041 and 23.45.545 that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection 22.206.160.C.1.o does not apply if the owner has received a notice of violation of the development standards of Section 23.44.041. If the owner has received such a notice of violation, subsection 22.206.160.C.1.m applies;

p. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the Seattle Department of Construction and Inspections has recorded receipt of a copy of the notice of termination. For purposes of this subsection 22.206.160.C.1.p, a person has "engaged in criminal activity" if the person:

- 1) Engages in drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or
- 2) Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

2. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this subsection 22.206.160.C shall be deemed void and of no lawful force or effect.

3. With any termination notices required by law, owners terminating any tenancy protected by this Section 22.206.160 shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

4. If a tenant who has received a notice of termination of tenancy claiming subsection 22.206.160.C.1.e, 22.206.160.C.1.f, or 22.206.160.C.1.m as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the Director, then the owner

must, within ten days of being notified by the Director of the complaint, complete and file with the Director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

5. In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this Section 22.206.160.

6. It shall be a violation of this Section 22.206.160 for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice that references subsections 22.206.160.C.1.e, 22.206.160.C.1.f, 22.206.160.C.1.h, 22.206.160.C.1.k, 22.206.160.C.1.l, or 22.206.160.C.1.m as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

7. An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsections 22.206.160.C.1.e, 22.206.160.C.1.f or 22.206.160.C.1.h as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

8. Except as provided in subsection 22.206.160.C.8.d, it is a defense to eviction if:
- a. The eviction would result in the tenant having to vacate the housing unit at any time between December 1 and March 1; and
 - b. The tenant household is a moderate-income household as defined in Section 23.84A.016; and
 - c. 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.8.c, "owns" includes having an ownership interest in the housing units.

d. If the reason for termination of the tenancy is due to conditions described in subsections 22.206.160.C.1.e, 22.206.160.C.1.f provided that the tenant was provided at least 90 days' written notice prior to the date set for vacating the unit, 22.206.160.C.1.j, 22.206.160.C.1.k, 22.206.160.C.1.l, 22.206.160.C.1.m, 22.206.160.C.1.n, 22.206.160.C.1.o, or 22.206.160.C.1.p, or if the reason for termination is due to the tenant's failure to comply with a three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5) or because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building or the owner, the eviction may occur as otherwise allowed by law.

e. A rent mitigation fund is created to provide funds to eligible low-income tenant households at risk of residential eviction during the period described in subsection 22.206.160.C.8, if other sources of funds are not available to assist the tenant, or to provide financial assistance to a non-profit corporation or other housing provider that cannot evict a tenant from a rental housing unit during the period described in subsection 22.206.160.C.8 because the unit is subject to restrictions on tenant incomes or rent as a condition of that assistance.

1) Tenant eligibility. To be eligible to receive funds, (1) the reason for termination must include nonpayment of rent; and (2) the tenant household must be a low-income household as defined in Section 23.84A.016; and (3) the tenant must demonstrate that the tenant does not have the financial resources to avoid eviction; and (4) the tenant must request mitigation funds on or before the date a writ of restitution is executed.

2) Housing provider eligibility. To be eligible to receive funds the housing provider shall (1) demonstrate that an eviction was delayed during this period because the tenant raised the

defense described in subsection 22.206.160.C.8; and (2) demonstrate that the tenant does not have financial resources available to pay rent during the period described in subsection 22.206.160.C.8; and (3) demonstrate that the tenant resides in a unit that is subject to restrictions on tenant incomes or rent; and (4) sign an agreement stating that the housing provider will not report the tenant's delinquency on rent payment to credit reporting agencies.

3) The Director shall have rulemaking authority to administer the fund. This authority includes the ability to have the fund administered by a public or private organization having experience administering or capable of administering similar tenant assistance programs. If by rule the Director determines that payments shall be made directly to a landlord, the landlord shall sign an agreement with the Director prior to payment stating that the landlord will not report the tenant's delinquent rent payment to credit reporting agencies.

4) The availability of funds is subject to the existence of budget appropriations for that purpose. A request for funding shall be denied if insufficient funds are available. The City is not civilly or criminally liable for failure to provide funding and no penalty or cause of action may be brought against the City resulting from the provision or lack of provision of funds.

5) When a landlord issues a notice to terminate tenancy due to nonpayment of rent, the notice must contain information to the tenant about how to access the tenant mitigation fund. The landlord is not required to provide this information if insufficient funds have been appropriated by the City Council to provide the funds for mitigation. The information for the notice shall be adopted by the Seattle Department of Construction and Inspections by rule.

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, 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 civil emergency order, as amended by the Council in Resolution 31938 on March 16, 2020.

b. The tenant may invoke the defense provided in subsection 22.206.160.C.9.a only if the tenant has submitted a declaration or self-certification asserting the tenant has suffered a financial hardship and is therefore unable to pay rent.

c. If a landlord issues a notice to terminate a tenancy due to a reason listed in subsections 22.206.160.C.9.a.1-2, and if the landlord issues that notice within six months after the termination of the Mayor's residential eviction moratorium, the notice must contain the following statement: "If you cannot pay rent, during or within 6 months after the end of the Mayor's moratorium on evictions, your inability to pay is a defense to eviction that you may raise in court." It is a defense to eviction if the notice does not contain that statement.

d. An award of attorneys' fees and statutory court costs to a landlord arising from an eviction proceeding arising from a notice to terminate a tenancy due to a reason listed in subsections 22.206.160.C.9.a.1-2 is prohibited unless otherwise allowed by law.

10.

a. Except as provided in subsection 22.206.160.C.10.b, it is a defense to eviction if:

1) The eviction would result in the tenant having to vacate the housing unit

during the school year; and

2) The tenant is any of the following:

a) A child or student; or

b) A person having legal custody of a child or student, including but not limited to the child's or student's parent, step-parent, adoptive parent, guardian, foster parent, or custodian;
or

c) An educator.

b. The eviction may occur as otherwise allowed by law if the reason for terminating the tenancy is due to: conditions described in subsections 22.206.160.C.1.j, 22.206.160.C.1.k, 22.206.160.C.1.l, 22.206.160.C.1.m, 22.206.160.C.1.n, 22.206.160.C.1.o, or 22.206.160.C.1.p; the tenant's failure to comply with a three day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW; or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5).

c. For purposes of this subsection 22.206.160.C.10:

1) "Child or student" means any person either under the age of 18 years or currently enrolled in a school.

2) "Educator" means any person who works at a school in Seattle as an employee or independent contractor of the school or its governing body, including but not limited to all teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, cafeteria workers, and maintenance workers.

3) "School" means any child care, early childhood education and assistance program, or head start facility, and any public, private, or parochial institution that provides educational instruction in any or all of the grades and age groups up to and including twelfth grade.

4) "School year" means the period from (and including) the first day of the

academic year to the last day of the academic year, as set by Seattle School District No. 1, or its successor, on its calendar for first through twelfth grade students. If for those grades there are multiple dates for the first day or last day of the academic year, the earliest and latest dates, respectively, shall define the period.

Section 2. 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 _____, 2021, and signed by me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Ted Virdone / 206-518-0382	n/a

* Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year; and amending Section 22.206.160 of the Seattle Municipal Code.

Summary and background of the Legislation:

This ordinance provides a defense to most residential evictions of children, their families, and educators during the school year.

Many studies show that housing instability has a devastating impact on the development and education of young people. The *Losing Home: The Human Cost of Eviction in Seattle* report found that, “of evicted respondents with school-age children, 85.7% said their children had to move schools after the eviction, and 87.5% reported their children’s school performance suffered ‘very much’ because of the eviction.” *The Negative Effects of Instability on Child Development*, published in 2013 by the Urban Institute, found that “[c]hildren experiencing residential instability demonstrate worse academic and social outcomes than their residentially-stable peers, such as lower vocabulary skills, problem behaviors, grade retention, increased high school drop-out rates, and lower adult educational attainment.” *Systematic review of psychosocial factors associated with evictions*, published in 2018 in HEALTHCARE AND SOCIALCARE IN THE COMMUNITY, reported that “[n]umerous studies have shown negative consequences of evicting children and adolescents which include, but not limited to, decreased academic performance, delayed literacy skills, increased dropout rates, health issues and violent behaviours.” *Elementary School Children: Many Change Schools Frequently, Harming Their Education*, a 1994 report by the U.S. Government Accountability Office, found that “[i]n grouping the children who have changed schools frequently into four income categories, we found that within each category, these children are more likely to be below grade level in reading and math than those who have never changed schools.” *The Consequences of Leaving School Early: The Effects of Within-Year and End-of-Year Teacher Turnover*, published in 2020 in EDUCATION FINANCE AND POLICY, found that “students who lose their teacher during the school year have significantly lower test score gains (on average –7.5 percent of a standard deviation unit) than those students whose teachers stay.”

Similar legislation exists in San Francisco. The Rent Board in San Francisco explains that, “[e]ffective May 22, 2016, Rent Ordinance Section 37.9(j) was amended to prohibit certain no-fault evictions during the school year if a child under 18 or a person who works at a school in

San Francisco resides in the rental unit, is a tenant in the unit or has a custodial or family relationship with a tenant in the unit, and the tenant has resided in the unit for 12 months or more.”

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes No

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

If so, describe the nature of the impacts. This could include increased operating and maintenance costs, for example.

No

Is there financial cost or other impacts of *not* implementing the legislation?

Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

No

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

If so, please list the affected department(s) and the nature of the impact (financial, operational, etc.).

No

b. Is a public hearing required for this legislation?

If yes, what public hearing(s) have been held to date, and/or what public hearing(s) are planned/required in the future?

No

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

For example, legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with your lawyer. If publication of notice is required, describe any steps taken to comply with that requirement.

No

d. Does this legislation affect a piece of property?

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation itself, then you must include a map and/or other visual representation of the property and its location as an attachment to the fiscal note. Place a note on the map attached to the fiscal note that indicates the map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

No

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

If yes, please explain how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers.

Vulnerable and historically disadvantaged communities face eviction disproportionately frequently. The *Losing Home* report found that “51.7% of tenants in eviction filings were people of color; 31.2% were Black tenants, experiencing eviction at a rate 4.5 times what would be expected based on their demographics in Seattle.” Because housing instability has a negative impact on the development and education of young people, disproportionate evictions have a disproportionate impact on students of color. This bill can reduce those harmful impacts by preventing most school year evictions of students, their families, and educators.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

Please provide a qualitative response, considering net impacts. Are there potential carbon emissions impacts of not implementing the proposed legislation. Discuss any potential intersections of carbon emissions impacts and race and social justice impacts, if not previously described in Section 4e.

No

2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

Describe the potential climate resiliency impacts of implementing or not implementing the proposed legislation. Discuss any potential intersections of climate resiliency and race and social justice impacts, if not previously described in Section 4e.

No

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

This answer should highlight measurable outputs and outcomes.

N/A

List attachments/exhibits below:



Legislation Text

File #: CB 120077, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the termination of residential rental tenancies; providing a defense to eviction for rent due during the City's COVID-19 civil emergency; and amending Section 22.206.160 of the Seattle Municipal Code.

WHEREAS, on February 29, 2020, the Washington Governor issued Proclamation 20-05, proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, on March 3, 2020, Mayor Jenny A. Durkan proclaimed a civil emergency in Seattle; and

WHEREAS, on March 5, 2020, the City Council adopted Resolution 31937 affirming the civil emergency, modifying orders transmitted by the Mayor related to the emergency, and establishing Council's expectations related to future orders and reporting by the Mayor during the civil emergency; and

WHEREAS, on March 11, 2020, the World Health Organization announced that COVID-19 is officially a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a national state of emergency in response to the COVID-19 pandemic; and

WHEREAS, as of May 7, 2021, the State of Washington has confirmed 382,578 COVID-19 infections and 5,564 residents of Washington have died of COVID-19; and

WHEREAS, cancellations of large events and a decrease in the number of people patronizing places of business, has resulted in reduced work and loss of income for workers in multiple industries, including the service and entertainment industries; and

WHEREAS, a decrease in income can result in financial instability and uncertainty about how to allocate resources to continuing expenses, including rent; and

WHEREAS, the economic disruptions caused by COVID-19 will increase the likelihood that tenants will have difficulty paying rent; and

WHEREAS, more than half of Seattle's residents are renters, and even before COVID-19, a substantial share of renters paid more than 30 percent of their income to remain stably housed; and

WHEREAS, before the pandemic, 78 percent of American workers were living paycheck-to-paycheck, and nearly 75 percent reported being in debt, and as a result of COVID and the economic recession, more than 30 million Americans-including at least 650,000 Washingtonians-are at risk of eviction when emergency measures expire; and

WHEREAS, Seattle renters are facing job loss, struggling with childcare, and dealing with other unprecedented financial burdens stemming from the global COVID-19 crisis, leaving many unable to pay rent; and

WHEREAS, at the end of August 2020, over 3,000 businesses in the Seattle metropolitan area were closed, with an estimated 59 percent of those closures being permanent, and over 32,700 people in Seattle were unemployed; and

WHEREAS, based on the January 20 to February 1, 2021 data from the U.S. Census Bureau's Household Pulse Survey, it is estimated that approximately 31,000 Seattle renter households were behind in paying rent over the last month; and

WHEREAS, mitigating the housing and economic impacts of the COVID-19 outbreak is in the interest of the City and its residents; and

WHEREAS, the Washington State Legislature has declared a state policy to help residents who are experiencing a temporary crisis in retaining stable housing to avoid eviction from their homes, as expressed in Laws of 2019, ch. 356, § 1; and

WHEREAS, the City, King County, and Washington State have invested tens of millions of dollars in rental

assistance programs in 2020 and 2021, including through King County’s Eviction Prevention and Rental Assistance Program, the state landlord mitigation fund, and United Way’s Home Base program; and

WHEREAS, while existing City protections allow tenants to stay housed for as long as six months after the end of the Mayor’s eviction moratorium, grounds for eviction may still exist and result in landlords evicting tenants once those protections expire; and

WHEREAS, this legislation will allow tenants to stay housed if the only reason for their eviction is unpaid rent that came due during the COVID-19 emergency and that protection will not expire; and

WHEREAS, allowing tenants to stay housed while addressing any unpaid rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020 will create stability and potentially a better likelihood of rent repayment if tenants are not simultaneously trying to find and maintain new housing; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection 22.206.160.C of the Seattle Municipal Code, which section was last amended by Ordinance 126278, is amended as follows:

22.206.160 Duties of owners

* * *

C. Just cause eviction

1. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), an owner may not evict a residential tenant without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). An owner of a housing unit shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the owner can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, an owner may not evict a residential tenant from a rental housing unit if: the unit is not registered with the Seattle Department of Construction and Inspections if required by Section

22.214.040; or if subsections 22.206.160.C.8 or 22.206.160.C.9 provide the tenant a defense to the eviction.

An owner is in compliance with the registration requirement if the rental housing unit is registered with the Seattle Department of Construction and Inspections before issuing a notice to terminate tenancy. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this Section 22.206.160:

a. The tenant fails to comply with a 14 day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

b. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12 month period;

c. The tenant fails to comply with a ten day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18 RCW;

d. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten day notice to comply or vacate three or more times in a 12 month period;

e. The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The Director may reduce the time required to give notice to no less than 20 days if the Director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Section 22.206.160, "Immediate family" includes the owner's domestic partner registered pursuant to Section 1 of Ordinance 117244 or the

owner's spouse, parents, grandparents, children, brothers and sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There is a rebuttable presumption of a violation of this subsection

22.206.160.C.1.e if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

f. The owner elects to sell a single-family dwelling unit and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Section 22.206.160, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

1) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

2) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

g. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

h. The owner seeks to do substantial rehabilitation in the building; provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210 and at least one permit necessary for the rehabilitation, other than a Master Use Permit, before terminating the tenancy;

i. The owner (i) elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use; provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210 and a permit necessary to demolish or change the use before terminating any tenancy, or (ii) converts the building to a condominium provided the owner complies with the provisions of Sections 22.903.030 and 22.903.035;

j. The owner seeks to discontinue use of a housing unit unauthorized by Title 23 after receipt of a notice of violation. The owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

1) \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the County median income, or

2) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the County median income;

k. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit, as required by Title 23, and:

1)

a) The number of such individuals was more than is lawful under the current version of Title 23 but was lawful under Title 23 or Title 24 on August 10, 1994;

b) That number has not increased with the knowledge or consent of the owner at any time after August 10, 1994; and

c) The owner is either unwilling or unable to obtain a permit to allow the

unit with that number of residents.

2) The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit,

3) After expiration of the 30 day notice, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the limit on the number of occupants or vacate, and

4) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that, the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

1.

1) The owner seeks to reduce the number of individuals who reside in one dwelling unit to comply with the legal limit after receipt of a notice of violation of the Title 23 restriction on the number of individuals allowed to reside in a dwelling unit, and:

a) The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; provided that no 30 day notice is required if the number of tenants was increased above the legal limit without the knowledge or consent of the owner;

b) After expiration of the 30 day notice required by subsection 22.206.160.1.1.a, or at any time after receipt of the notice of violation if no 30 day notice is required pursuant to subsection 22.206.160.1.1.a, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the maximum legal limit on the number of occupants or vacate; and

c) If there is more than one rental agreement for the unit, the owner may

choose which agreements to terminate; provided that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the option of the owner, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit.

2) For any violation of the maximum legal limit on the number of individuals allowed to reside in a unit that occurred with the knowledge or consent of the owner, the owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

a) \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the county median income, or

b) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the county median income;

m. The owner seeks to discontinue use of an accessory dwelling unit for which a permit has been obtained pursuant to Sections 23.44.041 and 23.45.545 after receipt of a notice of violation of the development standards provided in those sections. The owner is required to pay relocation assistance to the tenant household residing in such a unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

1) \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the county median income, or

2) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the county median income;

n. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to Section 22.206.260 and the emergency conditions identified in the order have not been corrected;

o. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit authorized pursuant to Sections 23.44.041 and 23.45.545 that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection 22.206.160.C.1.o does not apply if the owner has received a notice of violation of the development standards of Section 23.44.041. If the owner has received such a notice of violation, subsection 22.206.160.C.1.m applies;

p. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the Seattle Department of Construction and Inspections has recorded receipt of a copy of the notice of termination. For purposes of this subsection 22.206.160.C.1.p, a person has "engaged in criminal activity" if the person:

1) Engages in drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or

2) Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

2. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this subsection 22.206.160.C shall be deemed void and of no lawful force or effect.

3. With any termination notices required by law, owners terminating any tenancy protected by this Section 22.206.160 shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

4. If a tenant who has received a notice of termination of tenancy claiming subsection 22.206.160.C.1.e, 22.206.160.C.1.f, or 22.206.160.C.1.m as the ground for termination believes that the owner

does not intend to carry out the stated reason for eviction and makes a complaint to the Director, then the owner must, within ten days of being notified by the Director of the complaint, complete and file with the Director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

5. In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this Section 22.206.160.

6. It shall be a violation of this Section 22.206.160 for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice that references subsections 22.206.160.C.1.e, 22.206.160.C.1.f, 22.206.160.C.1.h, 22.206.160.C.1.k, 22.206.160.C.1.l, or 22.206.160.C.1.m as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

7. An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsections 22.206.160.C.1.e, 22.206.160.C.1.f or 22.206.160.C.1.h as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

8. Except as provided in subsection 22.206.160.C.8.d, it is a defense to eviction if:

a. The eviction would result in the tenant having to vacate the housing unit at any time between December 1 and March 1; and

b. The tenant household is a moderate-income household as defined in Section 23.84A.016; and

c. 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.8.c, "owns" includes having an ownership interest in the housing units.

d. If the reason for termination of the tenancy is due to conditions described in subsections 22.206.160.C.1.e, 22.206.160.C.1.f provided that the tenant was provided at least 90 days' written notice prior to the date set for vacating the unit, 22.206.160.C.1.j, 22.206.160.C.1.k, 22.206.160.C.1.l, 22.206.160.C.1.m, 22.206.160.C.1.n, 22.206.160.C.1.o, or 22.206.160.C.1.p, or if the reason for termination is due to the tenant's failure to comply with a three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5) or because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building or the owner, the eviction may occur as otherwise allowed by law.

e. A rent mitigation fund is created to provide funds to eligible low-income tenant households at risk of residential eviction during the period described in subsection 22.206.160.C.8, if other sources of funds are not available to assist the tenant, or to provide financial assistance to a non-profit corporation or other housing provider that cannot evict a tenant from a rental housing unit during the period described in subsection 22.206.160.C.8 because the unit is subject to restrictions on tenant incomes or rent as a condition of that assistance.

1) Tenant eligibility. To be eligible to receive funds, (1) the reason for termination must include nonpayment of rent; and (2) the tenant household must be a low-income household as defined in Section 23.84A.016; and (3) the tenant must demonstrate that the tenant does not have the financial resources to avoid eviction; and (4) the tenant must request mitigation funds on or before the date a writ of restitution is executed.

2) Housing provider eligibility. To be eligible to receive funds the housing provider shall (1) demonstrate that an eviction was delayed during this period because the tenant raised the

defense described in subsection 22.206.160.C.8; and (2) demonstrate that the tenant does not have financial resources available to pay rent during the period described in subsection 22.206.160.C.8; and (3) demonstrate that the tenant resides in a unit that is subject to restrictions on tenant incomes or rent; and (4) sign an agreement stating that the housing provider will not report the tenant's delinquency on rent payment to credit reporting agencies.

3) The Director shall have rulemaking authority to administer the fund. This authority includes the ability to have the fund administered by a public or private organization having experience administering or capable of administering similar tenant assistance programs. If by rule the Director determines that payments shall be made directly to a landlord, the landlord shall sign an agreement with the Director prior to payment stating that the landlord will not report the tenant's delinquent rent payment to credit reporting agencies.

4) The availability of funds is subject to the existence of budget appropriations for that purpose. A request for funding shall be denied if insufficient funds are available. The City is not civilly or criminally liable for failure to provide funding and no penalty or cause of action may be brought against the City resulting from the provision or lack of provision of funds.

5) When a landlord issues a notice to terminate tenancy due to nonpayment of rent, the notice must contain information to the tenant about how to access the tenant mitigation fund. The landlord is not required to provide this information if insufficient funds have been appropriated by the City Council to provide the funds for mitigation. The information for the notice shall be adopted by the Seattle Department of Construction and Inspections by rule.

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, 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 civil emergency order, as amended by the Council in Resolution 31938 on March 16, 2020.

b. The tenant may invoke the defense provided in subsection 22.206.160.C.9.a only if the tenant has submitted a declaration or self-certification asserting the tenant has suffered a financial hardship and is therefore unable to pay rent.

c. If a landlord issues a notice to terminate a tenancy due to a reason listed in subsections 22.206.160.C.9.a.1-2, and if the landlord issues that notice within six months after the termination of the Mayor's residential eviction moratorium, the notice must contain the following statement: "If you cannot pay rent, during or within 6 months after the end of the Mayor's moratorium on evictions, your inability to pay is a defense to eviction that you may raise in court." It is a defense to eviction if the notice does not contain that statement.

d. An award of attorneys' fees and statutory court costs to a landlord arising from an eviction proceeding arising from a notice to terminate a tenancy due to a reason listed in subsections 22.206.160.C.9.a.1-2 is prohibited unless otherwise allowed by law.

10.

a. Subject to the requirements of subsection 22.206.160.C.10.b, it is a defense to eviction if the tenant fails to pay rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020,

the tenant has suffered a financial hardship during the civil emergency proclaimed by Mayor Durkan on March 3, 2020, and 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 civil emergency proclaimed by Mayor Durkan on March 3, 2020;

or

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

b. The tenant may invoke the defense provided in subsection 22.206.160.C.10.a only if the tenant submits a declaration or self-certification asserting the tenant has suffered a financial hardship and was therefore unable to pay rent during the civil emergency proclaimed by Mayor Durkan on March 3, 2020.

c. If a landlord issues a notice to terminate a tenancy due to a reason listed in subsection 22.206.160.C.10.a.1 or subsection 22.206.160.C.10.a.2, and if the notice is based on a failure to pay rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020, the notice must contain the following statement: “If you cannot pay rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020, your inability to pay is a defense to eviction that you may raise in court.” It is a defense to eviction if the notice does not contain that statement.

Section 2. The provisions of this ordinance are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of this ordinance, or the application thereof to any landlord, prospective occupant, tenant, person, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 3. 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 _____, 2021, and signed by
me in open session in authentication of its passage this _____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Venkataraman/4-5382	

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the termination of residential rental tenancies; providing a defense to eviction for rent due during the City’s COVID-19 civil emergency; and amending Section 22.206.160 of the Seattle Municipal Code.

Summary and background of the Legislation: The COVID-19 state of emergency has caused illness and loss of income and employment. To prevent individuals and families from falling into homelessness because they cannot afford to pay rent due to COVID-19, this bill prohibits evictions based on the non-payment of rent if the rent was due during the Mayor’s civil emergency and the tenant could not pay due to financial hardship. Landlords can still recover rent owed through a separate civil action.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes ___X___ No

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes ___X___ No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

If so, describe the nature of the impacts. This could include increased operating and maintenance costs, for example.

No

Is there financial cost or other impacts of *not* implementing the legislation?

Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

If more people are evicted, more could end up in homelessness, which could increase the cost of providing homelessness services.

If there are no changes to appropriations, revenues, or positions, please delete sections 3.a., 3.b., and 3.c. and answer the questions in Section 4.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

If so, please list the affected department(s) and the nature of the impact (financial, operational, etc.).

SDCI will enforce any notice provisions and will likely experience an increase in call volumes from landlords and tenants asking about their rights. They will likely also need to update outreach materials.

b. Is a public hearing required for this legislation?

If yes, what public hearing(s) have been held to date, and/or what public hearing(s) are planned/required in the future?

No

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

For example, legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with your lawyer. If publication of notice is required, describe any steps taken to comply with that requirement.

No

d. Does this legislation affect a piece of property?

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation itself, then you must include a map and/or other visual representation of the property and its location as an attachment to the fiscal note. Place a note on the map attached to the fiscal note that indicates the map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

No

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

If yes, please explain how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers.

Historically disadvantaged communities are already at a disproportionate risk of eviction as well as more heavily impacted by public health emergencies. This legislation will help individuals in those populations remain housed and at less risk of contracting or transmitting COVID 19.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

Please provide a qualitative response, considering net impacts. Are there potential carbon emissions impacts of not implementing the proposed legislation. Discuss any potential intersections of carbon emissions impacts and race and social justice impacts, if not previously described in Section 4e.

No

2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

Describe the potential climate resiliency impacts of implementing or not implementing the proposed legislation. Discuss any potential intersections of climate resiliency and race and social justice impacts, if not previously described in Section 4e.

NA

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

This answer should highlight measurable outputs and outcomes.

List attachments/exhibits below:



Legislation Text

File #: CB 120090, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to new residential rental tenancies; giving a tenant a right of first refusal of a new tenancy after the expiration of a tenancy for a specified time; requiring a landlord to have just cause for declining to give a tenant the right of first refusal; requiring notice in advance of asserting just cause; creating a private right for action for the tenant; providing a defense to eviction when a landlord fails to give a tenant a right of first refusal; allowing a tenant to rescind a termination agreement; and amending Sections 7.24.030, 14.08.050, and 22.206.160 of the Seattle Municipal Code.

WHEREAS, upon expiration of a fixed-term tenancy, a tenant does not always have the opportunity to begin a new tenancy in the rental unit they already live in; and

WHEREAS, finding replacement housing in Seattle’s rental housing market is difficult; and

WHEREAS, 2018 Census data published by the U.S. Census Bureau in *2018 American Community Survey 5-Year Estimates Data Profiles for Seattle* shows that roughly half of Seattle residents are renters; and

WHEREAS, on January 5, 2020, the Seattle Times reported that 2018 Census data shows that out of residents in Seattle “renters pulled just about even with homeowners,” and “assuming the trend continues, renters will soon be in the majority”; and

WHEREAS, the State of Washington and The City of Seattle have established a requirement for a landlord to have just cause before evicting a tenant; and

WHEREAS, the Seattle City Council believes that a landlord should also need to prove just cause for declining to offer an existing fixed-term tenant a right of first refusal of a new tenancy on reasonable terms for the same rental unit; and

WHEREAS, it is not necessary to create a new list of just causes to apply to declining to make that offer when

the City has already legislated a list of just causes that are currently used for eviction; and

WHEREAS, the policy goals of retaining stable housing through offering a new tenancy to an existing fixed-term tenant are similar to the policy goals of requiring just cause before evicting a tenant; and

WHEREAS, the rationale in establishing Seattle’s just cause eviction protections in Ordinance 109219 that “arbitrary eviction of responsible tenants imposes upon such tenants the hardship of locating replacement housing and provides no corresponding benefit to property owners” also applies to arbitrarily declining to offer a new tenancy to an existing fixed-term tenant; and

WHEREAS, the Seattle City Council seeks to protect all tenants from arbitrary displacement when tenants have stable housing; and

WHEREAS, the protections afforded by requiring landlords to make first-in-time tenancy decisions do not conflict with requiring just cause for declining to offer a new tenancy to an existing fixed-term tenant, because first-in-time requirements protect prospective new tenants rather than existing tenants; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 7.24.030 of the Seattle Municipal Code, last amended by Ordinance 125951, is amended as follows:

7.24.030 Rental agreement requirements

* * *

J. Right of first refusal

1. Except as provided in subsection 7.24.030.J.2, the landlord must offer the tenant for whom the tenancy for a specified time is expiring a new tenancy on reasonable terms for the same rental unit. The landlord must make that offer between 60 and 90 days before the expiration of the tenancy for a specified time and before the landlord offers tenancy to any third party. The landlord must deliver a proposed rental agreement to the tenant in accordance with RCW 59.12.040 and give the tenant 30 days to accept or decline the proposed

rental agreement. There shall be a rebuttable presumption that the landlord failed to offer a new tenancy on reasonable terms if: the existing tenant declines to enter the proposed rental agreement; and, within 30 days after the tenant has vacated, the landlord lists the unit for rent on terms materially more favorable to a prospective tenant.

2. A landlord may decline to offer a new tenancy under subsection 7.24.030.J.1 if:

a. The tenant, at least 60 days before the expiration of the tenancy for a specified time, provides the landlord written notice that the tenant intends to vacate voluntarily after the rental agreement expires;

b. The landlord asserts a just cause under subsection 22.206.160.C.1 and complies with subsection 7.24.030.J.3; or

c. The existing rental agreement provides for the tenancy to continue as a month-to-month tenancy after the agreement expires.

3. If a landlord asserts a just cause for declining to offer a new tenancy under subsection 7.24.030.J.2.b, the landlord must provide the tenant written notice between 60 and 90 days before the expiration of the tenancy for a specified time. The notice must inform the tenant of any just cause the landlord asserts and the facts supporting each cause. The landlord is responsible for any notice requirements, including, but not limited to applicable notice periods, relocation assistance, or other remedies applicable to that just cause under subsection 22.206.160.C.1.

4. If a landlord fails to comply with subsections 7.24.030.J.1 or 7.24.030.J.3, the landlord shall be liable to the tenant in a private right for action for the cost of three months' rent under the terms of the expired rental agreement, costs of suit, and reasonable attorney's fees.

Section 2. Subsection 14.08.050.A of the Seattle Municipal Code, which section was last amended by Ordinance 125228, is amended as follows:

14.08.050 First-in-time

A. Effective January 1, 2017, and after complying with subsection 7.24.030.J as required, it is an unfair practice for a person to fail to:

1. provide notice to a prospective occupant, in writing or by posting in the office of the person leasing the unit or in the building where the unit is physically located and, if existing, on the website advertising rental of the unit, in addition to and at the same time as providing the information required by RCW 59.18.257(1), of:

a. the criteria the owner will use to screen prospective occupants and the minimum threshold for each criterion that the potential occupant must meet to move forward in the application process; including any different or additional criteria that will be used if the owner chooses to conduct an individualized assessment related to criminal records.

b. all information, documentation, and other submissions necessary for the owner to conduct screening using the criteria stated in the notice required in subsection 14.08.050.A.1.a. A rental application is considered complete when it includes all the information, documentation, and other submissions stated in the notice required in this subsection 14.08.050.A.1.b. Lack of a material omission in the application by a prospective occupant will not render the application incomplete.

c. information explaining how to request additional time to complete an application to either ensure meaningful access to the application or a reasonable accommodation and how fulfilling the request impacts the application receipt date, pursuant to subsection 14.08.050.B and C.

d. the applicability to the available unit of the exceptions stated in subsections 14.08.050.A.4.a and b.

2. note the date and time of when the owner receives a completed rental application, whether submitted through the mail, electronically, or in person.

3. screen completed rental applications in chronological order as required in subsection 14.08.050.A.2 to determine whether a prospective occupant meets all the screening criteria that are necessary

for approval of the application. If, after conducting the screening, the owner needs more information than was stated in the notice required in subsection 14.08.050.A.1.b to determine whether to approve the application or takes an adverse action as described in RCW 59.18.257(1)(c) or decides to conduct an individualized assessment, the application shall not be rendered incomplete. The owner shall notify the prospective occupant in writing, by phone, or in person of what additional information is needed, and the specified period of time (at least 72 hours) that the prospective occupant has to provide the additional information. The owner's failure to provide the notice required in this subsection 14.08.050.A.3 does not affect the prospective occupant's right to 72 hours to provide additional information. If the additional information is provided within the specified period of time, the original submission date of the completed application for purposes of determining the chronological order of receipt will not be affected. If the information is not provided by the end of the specified period of time, the owner may consider the application incomplete or reject the application.

4. offer tenancy of the available unit to the first prospective occupant meeting all the screening criteria necessary for approval of the application. If the first approved prospective occupant does not accept the offer of tenancy for the available unit within 48 hours of when the offer is made, the owner shall review the next completed rental application in chronological order until a prospective occupant accepts the owner's offer of tenancy. This subsection 14.08.050.A.4 does not apply when the owner:

a. is legally obligated to set aside the available unit to serve specific vulnerable populations;

b. voluntarily agrees to set aside the available unit to serve specific vulnerable populations, including but not limited to homeless persons, survivors of domestic violence, persons with low income, and persons referred to the owner by non-profit organizations or social service agencies.

* * *

Section 3. Subsection 22.206.160.C of the Seattle Municipal Code, which section was last amended by Ordinance 126278, is amended as follows:

22.206.160 Duties of owners

* * *

C. Just cause eviction

1. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), an owner may not evict a residential tenant without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). An owner of a housing unit shall not evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the owner can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, an owner may not evict a residential tenant from a rental housing unit if: the unit is not registered with the Seattle Department of Construction and Inspections if required by Section 22.214.040; the landlord has failed to comply with subsection 7.24.030.J as required and the reason for terminating the tenancy is that the tenancy ended at the expiration of a specified term or period; or if subsections 22.206.160.C.8 or 22.206.160.C.9 provide the tenant a defense to the eviction.

An owner is in compliance with the registration requirement if the rental housing unit is registered with the Seattle Department of Construction and Inspections before issuing a notice to terminate tenancy. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this Section 22.206.160:

- a. The tenant fails to comply with a 14 day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);
- b. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12 month period;
- c. The tenant fails to comply with a ten day notice to comply or vacate that requires

compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18 RCW;

d. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten day notice to comply or vacate three or more times in a 12 month period;

e. The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The Director may reduce the time required to give notice to no less than 20 days if the Director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Section 22.206.160, "Immediate family" includes the owner's domestic partner registered pursuant to Section 1 of Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers and sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There is a rebuttable presumption of a violation of this subsection 22.206.160.C.1.e if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

f. The owner elects to sell a single-family dwelling unit and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Section

22.206.160, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

1) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

2) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

g. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

h. The owner seeks to do substantial rehabilitation in the building; provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210 and at least one permit necessary for the rehabilitation, other than a Master Use Permit, before terminating the tenancy;

i. The owner (i) elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use; provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210 and a permit necessary to demolish or change the use before terminating any tenancy, or (ii) converts the building to a condominium provided the owner complies with the provisions of Sections 22.903.030 and 22.903.035;

j. The owner seeks to discontinue use of a housing unit unauthorized by Title 23 after receipt of a notice of violation. The owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

1) \$2,000 for a tenant household with an income during the past 12 months at or

below 50 percent of the County median income, or

2) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the County median income;

k. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit, as required by Title 23, and:

1)

a) The number of such individuals was more than is lawful under the current version of Title 23 but was lawful under Title 23 or Title 24 on August 10, 1994;

b) That number has not increased with the knowledge or consent of the owner at any time after August 10, 1994; and

c) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents.

2) The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit,

3) After expiration of the 30 day notice, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the limit on the number of occupants or vacate, and

4) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that, the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

l.

1) The owner seeks to reduce the number of individuals who reside in one dwelling unit to comply with the legal limit after receipt of a notice of violation of the Title 23 restriction on the number of individuals allowed to reside in a dwelling unit, and:

a) The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; provided that no 30 day notice is required if the number of tenants was increased above the legal limit without the knowledge or consent of the owner;

b) After expiration of the 30 day notice required by subsection 22.206.160.1.1.a, or at any time after receipt of the notice of violation if no 30 day notice is required pursuant to subsection 22.206.160.1.1.a, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the maximum legal limit on the number of occupants or vacate; and

c) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the option of the owner, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit.

2) For any violation of the maximum legal limit on the number of individuals allowed to reside in a unit that occurred with the knowledge or consent of the owner, the owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

a) \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the county median income, or

b) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the county median income;

m. The owner seeks to discontinue use of an accessory dwelling unit for which a permit has been obtained pursuant to Sections 23.44.041 and 23.45.545 after receipt of a notice of violation of the development standards provided in those sections. The owner is required to pay relocation assistance to the tenant household residing in such a unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

1) \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the county median income, or

2) Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the county median income;

n. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to Section 22.206.260 and the emergency conditions identified in the order have not been corrected;

o. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit authorized pursuant to Sections 23.44.041 and 23.45.545 that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection 22.206.160.C.1.o does not apply if the owner has received a notice of violation of the development standards of Section 23.44.041. If the owner has received such a notice of violation, subsection 22.206.160.C.1.m applies;

p. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the Seattle Department of Construction and Inspections has recorded receipt of a copy of the notice of termination. For purposes of this subsection

22.206.160.C.1.p, a person has "engaged in criminal activity" if the person:

1) Engages in drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or

2) Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

2. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this subsection 22.206.160.C shall be deemed void and of no lawful force or effect.

3. With any termination notices required by law, owners terminating any tenancy protected by this Section 22.206.160 shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

4. If a tenant who has received a notice of termination of tenancy claiming subsection 22.206.160.C.1.e, 22.206.160.C.1.f, or 22.206.160.C.1.m as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the Director, then the owner must, within ten days of being notified by the Director of the complaint, complete and file with the Director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

5. In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this Section 22.206.160.

6. It shall be a violation of this Section 22.206.160 for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice that references subsections 22.206.160.C.1.e, 22.206.160.C.1.f, 22.206.160.C.1.h, 22.206.160.C.1.k, 22.206.160.C.1.l, or 22.206.160.C.1.m as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated

reason for or condition justifying the termination of such tenancy.

7. An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsections 22.206.160.C.1.e, 22.206.160.C.1.f or 22.206.160.C.1.h as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

8. Except as provided in subsection 22.206.160.C.8.d, it is a defense to eviction if:

a. The eviction would result in the tenant having to vacate the housing unit at any time between December 1 and March 1; and

b. The tenant household is a moderate-income household as defined in Section 23.84A.016; and

c. 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.8.c, "owns" includes having an ownership interest in the housing units.

d. If the reason for termination of the tenancy is due to conditions described in subsections 22.206.160.C.1.e, 22.206.160.C.1.f provided that the tenant was provided at least 90 days' written notice prior to the date set for vacating the unit, 22.206.160.C.1.j, 22.206.160.C.1.k, 22.206.160.C.1.l, 22.206.160.C.1.m, 22.206.160.C.1.n, 22.206.160.C.1.o, or 22.206.160.C.1.p, or if the reason for termination is due to the tenant's failure to comply with a three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5) or because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building or the owner, the eviction may occur as otherwise allowed by law.

e. A rent mitigation fund is created to provide funds to eligible low-income tenant

households at risk of residential eviction during the period described in subsection 22.206.160.C.8, if other sources of funds are not available to assist the tenant, or to provide financial assistance to a non-profit corporation or other housing provider that cannot evict a tenant from a rental housing unit during the period described in subsection 22.206.160.C.8 because the unit is subject to restrictions on tenant incomes or rent as a condition of that assistance.

1) Tenant eligibility. To be eligible to receive funds, (1) the reason for termination must include nonpayment of rent; and (2) the tenant household must be a low-income household as defined in Section 23.84A.016; and (3) the tenant must demonstrate that the tenant does not have the financial resources to avoid eviction; and (4) the tenant must request mitigation funds on or before the date a writ of restitution is executed.

2) Housing provider eligibility. To be eligible to receive funds the housing provider shall (1) demonstrate that an eviction was delayed during this period because the tenant raised the defense described in subsection 22.206.160.C.8; and (2) demonstrate that the tenant does not have financial resources available to pay rent during the period described in subsection 22.206.160.C.8; and (3) demonstrate that the tenant resides in a unit that is subject to restrictions on tenant incomes or rent; and (4) sign an agreement stating that the housing provider will not report the tenant's delinquency on rent payment to credit reporting agencies.

3) The Director shall have rulemaking authority to administer the fund. This authority includes the ability to have the fund administered by a public or private organization having experience administering or capable of administering similar tenant assistance programs. If by rule the Director determines that payments shall be made directly to a landlord, the landlord shall sign an agreement with the Director prior to payment stating that the landlord will not report the tenant's delinquent rent payment to credit reporting agencies.

4) The availability of funds is subject to the existence of budget appropriations

for that purpose. A request for funding shall be denied if insufficient funds are available. The City is not civilly or criminally liable for failure to provide funding and no penalty or cause of action may be brought against the City resulting from the provision or lack of provision of funds.

5) When a landlord issues a notice to terminate tenancy due to nonpayment of rent, the notice must contain information to the tenant about how to access the tenant mitigation fund. The landlord is not required to provide this information if insufficient funds have been appropriated by the City Council to provide the funds for mitigation. The information for the notice shall be adopted by the Seattle Department of Construction and Inspections by rule.

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, 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 civil emergency order, as amended by the Council in Resolution 31938 on March 16, 2020.

b. The tenant may invoke the defense provided in subsection 22.206.160.C.9.a only if the tenant has submitted a declaration or self-certification asserting the tenant has suffered a financial hardship and is therefore unable to pay rent.

c. If a landlord issues a notice to terminate a tenancy due to a reason listed in subsections 22.206.160.C.9.a.1-2, and if the landlord issues that notice within six months after the termination of the Mayor's residential eviction moratorium, the notice must contain the following statement: "If you cannot pay rent, during or within 6 months after the end of the Mayor's moratorium on evictions, your inability to pay is a defense to eviction that you may raise in court." It is a defense to eviction if the notice does not contain that statement.

d. An award of attorneys' fees and statutory court costs to a landlord arising from an eviction proceeding arising from a notice to terminate a tenancy due to a reason listed in subsections 22.206.160.C.9.a.1-2 is prohibited unless otherwise allowed by law.

10. If a tenant has agreed to terminate a tenancy, including but not limited to termination within a rental agreement or in a separate termination agreement, the tenant may rescind that agreement to terminate a tenancy:

a. Within ten business days after signing the agreement by delivering written notice of rescission to the landlord, unless subsection 22.206.160.C.10.c applies; or

b. More than ten business days after signing the agreement by delivering written notice of rescission to the landlord if the tenant signed the agreement: without representation by an attorney or other tenant advocate; or outside of a proceeding mediated by a neutral third party.

c. Subsection 22.206.160.C.10.a does not apply to a mutual termination agreement described in 24 CFR 982.354, in which a tenant with a housing choice voucher may move to a new unit when a lease has terminated only via mutual termination agreement.

Section 4. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, subsection, or portion of this ordinance, or the invalidity of its application to any person or circumstance, does not affect the validity of the remainder of this ordinance or the validity of its application to other persons or circumstances.

Section 5. 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 _____, 2021, and signed by me in open session in authentication of its passage this ____ day of _____, 2021.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2021.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2021.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Asha Venkataraman / 4-5382	n/a

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to new residential rental tenancies; giving a tenant a right of first refusal of a new tenancy after the expiration of a tenancy for a specified time; requiring a landlord to have just cause for declining to give a tenant the right of first refusal; requiring notice in advance of asserting just cause; creating a private right for action for the tenant; providing a defense to eviction when a landlord fails to give a tenant a right of first refusal; allowing a tenant to rescind a termination agreement; and amending Sections 7.24.030, 14.08.050, and 22.206.160 of the Seattle Municipal Code.

Summary and background of the Legislation: This legislation would require a landlord to give a tenant the right of first refusal of a new tenancy when the tenant is coming to the end of an existing fixed-term lease unless the landlord had just cause to decline offering the new tenancy, the tenant chooses to vacate voluntarily, or the fixed-term lease automatically converts to a month-to month lease. The legislation requires the landlord make the offer between 60 and 90 days before expiration of the existing lease and gives the tenant 30 days to accept or decline to offer. To decline making an offer of new tenancy, the landlord may select from among the same just causes currently listed for evicting a month-to-month tenant to eviction. Lastly, the landlord must comply with the requirements of this ordinance before they are required to comply with requirements to make first-in-time tenancy decisions.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ___ Yes x No

If yes, please fill out the table below and attach a new (if creating a project) or marked-up (if amending) CIP Page to the Council Bill. Please include the spending plan as part of the attached CIP Page. If no, please delete the table.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2026:

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes x No

If there are no changes to appropriations, revenues, or positions, please delete the table below.

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

The legislation may require updating print materials, changing landlord training curriculum and web-based information, and conducting some associated outreach. This work could potentially be part of the existing work of the Renting in Seattle program and the Property Owner and Tenant Assistance group in the Seattle Department of Construction and Inspections. There may be increases in tenant complaints and caseload because of these provisions.

Is there financial cost or other impacts of *not* implementing the legislation?

Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs or consequences.

No

If there are no changes to appropriations, revenues, or positions, please delete sections 3.a., 3.b., and 3.c. and answer the questions in Section 4.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

If so, please list the affected department(s) and the nature of the impact (financial, operational, etc.).

Yes, the Seattle Department and Inspections is responsible for implementing the Rental Agreement Regulation Ordinance and Just Cause Eviction Ordinance that this legislation amends.

b. Is a public hearing required for this legislation?

If yes, what public hearing(s) have been held to date, and/or what public hearing(s) are planned/required in the future?

No

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

For example, legislation related to sale of surplus property, condemnation, or certain capital projects with private partners may require publication of notice. If you aren't sure, please check with your lawyer. If publication of notice is required, describe any steps taken to comply with that requirement.

No

d. Does this legislation affect a piece of property?

If yes, and if a map or other visual representation of the property is not already included as an exhibit or attachment to the legislation itself, then you must include a map and/or other visual representation of the property and its location as an attachment to the fiscal note. Place a note on the map attached to the fiscal note that indicates the map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

No

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged

communities? What is the Language Access plan for any communications to the public?

If yes, please explain how this legislation may impact vulnerable or historically disadvantaged communities. Using the racial equity toolkit is one way to help determine the legislation's impact on certain communities. If any aspect of the legislation involves communication or outreach to the public, please describe the plan for communicating with non-English speakers.

Historically disadvantaged communities are already at a disproportionate risk of housing instability. This legislation will enhance housing stability for renters in fixed-term leases.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

Please provide a qualitative response, considering net impacts. Are there potential carbon emissions impacts of not implementing the proposed legislation. Discuss any potential intersections of carbon emissions impacts and race and social justice impacts, if not previously described in Section 4e.

n/a

2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

Describe the potential climate resiliency impacts of implementing or not implementing the proposed legislation. Discuss any potential intersections of climate resiliency and race and social justice impacts, if not previously described in Section 4e.

n/a

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

This answer should highlight measurable outputs and outcomes.

List attachments/exhibits below:

June 3, 2021

MEMORANDUM

To: Seattle City Council
From: Asha Venkataraman, Analyst
Subject: Council Bill 120090: Right of First Refusal for New Tenancies

[Council Bill \(CB\) 120090](#) is scheduled for a vote at the Full Council meeting on June 7, 2021. On May 25, 2021, the Sustainability and Renters Rights Committee recommended with a three-to-one vote that the Council pass the legislation. CB 120090 would require landlords to offer existing tenants who are at the end of the fixed term lease a new tenancy unless the landlord has just cause. This memorandum:

- provides background information;
- summarizes CB 120090; and
- describes proposed amendments for the Council’s consideration on June 7.

Background

Seattle’s Just Cause Eviction Ordinance

Seattle’s Just Cause Eviction Ordinance (JCEO), codified in [Section 22.206.160](#) of the Seattle Municipal Code (SMC), requires that landlords prove that they have one of the reasons (“just causes”) enumerated in SMC 22.206.160.C.1 to file an unlawful detainer action to evict a tenant. The just causes include, but are not limited to, the tenant’s failure to pay rent or comply with the terms of a rental agreement, as well as if the owner wants to move into their property or substantially rehabilitate, demolish, or change the use of their property.

However, for a tenancy under a fixed term lease that does not automatically convert into a month-to-month tenancy, a landlord does not need just cause to evict the tenant. Instead, the landlord can wait until the term ends, meaning that the tenancy expires when the lease term is over and if the tenant does not vacate the unit the landlord could proceed with an eviction. The lack of requirement for just cause in this instance is often referred to as a “loophole” in the JCEO, as it allows a landlord to simply wait until the term of the lease expires rather than proving just cause.

[CB 120056](#) & [CB 120057](#)

Prior to the introduction of CB 120090, the Sustainability and Renters Rights committee discussed two separate but related bills that addressed the JCEO “loophole,” and required that the landlord renew or extend an existing rental agreement unless there was just cause for failing to do so. CB 120090 replaces both of those bills by regulating the new tenancy rather than regulating the existing expiring tenancy.

CB 120090

This legislation would require that a landlord offer a new tenancy to a tenant with a lease for a specified time between 60 and 90 days before expiration of the specified time. The tenant would have 30 days to accept or decline the proposed rental agreement. The rental agreement would need to contain reasonable terms, and the legislation provides a rebuttable presumption of unreasonableness if the tenant declines the offer of new tenancy and landlord lists the unit within 30 days of the tenant vacating on better terms for another prospective tenant. A landlord would not have to offer a new tenancy if:

- The tenant provides notice that they are vacating 60 days before expiration of the term;
- The landlord has just cause not to offer a new tenancy; or
- The tenancy automatically converts into a month-to-month lease.

If the landlord has just cause not to offer a new tenancy, the landlord would be required to provide written notice to the tenant between 60 and 90 days before expiration, including the just cause and facts supporting it.

CB 120090 would provide a tenant a private right of action for violation of the right of first refusal requirements and could recover three times the amount of monthly rent under the expiring lease, as well as costs and attorney's fees.

The legislation would amend first-in-time requirements¹ to make clear that anything required under first-in-time applies after the landlord has complied with right of first refusal requirements. It would also amend just cause requirements in section 22.206.160.C.1 to state that a landlord may not evict a tenant if they failed to comply with right of first refusal requirements and the only reason for terminating the existing tenancy is because it expired at the end of the specified term.

Lastly, the legislation includes a provision allowing the tenant to rescind termination:

- With written notice if within ten business days of signing the agreement; or
- With written notice after ten days of signing only if the tenant was not represented by an attorney or other tenant advocate or signed outside of mediation.

If the tenant has a housing choice voucher and can only move to a new unit when an existing lease has been terminated via mutual termination agreement, the tenant may not rescind it.

¹ Regulations in SMC 14.08 that require a landlord to offer the first prospective tenant that meets stated criteria a tenancy.

Proposed Amendments

1. Conflict with federal law (sponsors – CMs Sawant & Morales)

This amendment would add language making clear that if City regulations conflict with federal law, federal law controls, and supersedes City law. The amendment would apply this language to all of section 7.24.030, which governs rental agreements, and to the rescission clauses in subsection 22.206.160.C.10.

2. Ensuring contiguous tenancy (sponsors – CMs Sawant & Morales)

This amendment would add language requiring that the new tenancy offered by the landlord begins the day after the previous tenancy ends. The change would ensure that there are no gaps between the time at which the tenancy for a specified time that is expiring ends and the new tenancy begins. As introduced, the legislation did not specify when the next tenancy would begin and could have resulted in the landlord offering a tenancy at some future time rather than right after the end of the previous tenancy.

3. Agreement on lease terms more than 90 days before lease expiration (sponsors - CMs Sawant & Morales)

This amendment would clarify that landlords and tenants do not need to go through the process laid out in this legislation if they agree on a new rental agreement for the same unit, with the tenancy starting the day after the expired tenancy, more than 90 days before the tenancy for a specified time expires.

4. Removing limitations on rescission for housing choice voucher holders (sponsor – CM Morales)

As introduced, the legislation was intended to protect a tenant from rescinding a mutual termination agreement when such agreement was the only mechanism by which the tenant could use the housing voucher to move into a new housing unit. However, this amendment accounts for the fact that a tenant with representation in signing a mutual termination agreement would be advised of such implications when signing the agreement, and tenants without representation would still be allowed to rescind their agreement if they chose to do so.

cc: Dan Eder, Interim Director
Aly Pennucci, Policy and Budget Manager

Amendment 1

to

CB 120090 – Right of First Refusal

Sponsor: CMs Sawant and Morales

Explicitly establishing that federal law controls in case of a conflict

Amend Section 7.24.030 as follows:

* * *

K. Nothing in this Section 7.24.030 shall be interpreted or applied so as to create any power or duty in conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this Section 7.24.030.

* * *

Amend Section 22.206.160.C.10 as follows:

10. If a tenant has agreed to terminate a tenancy, including but not limited to termination within a rental agreement or in a separate termination agreement, the tenant may rescind that agreement to terminate a tenancy:

a. Within ten business days after signing the agreement by delivering written notice of rescission to the landlord, unless subsection 22.206.160.C.10.c applies; or

b. More than ten business days after signing the agreement by delivering written notice of rescission to the landlord if the tenant signed the agreement: without representation by an attorney or other tenant advocate; or outside of a proceeding mediated by a neutral third party.

c. Subsection 22.206.160.C.10.a does not apply to a mutual termination agreement described in 24 CFR 982.354, in which a tenant with a housing choice voucher may move to a new unit when a lease has terminated only via mutual termination agreement.

Asha Venkataraman

Date: June 7, 2021

Version: 1

d. Nothing in this subsection 22.206.160.C.10 shall be interpreted or applied so as to create any power or duty in conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this subsection 22.206.160.C.10.

Effect: This amendment would make explicit that if there is a conflict between the added language in this ordinance and anything in federal law, that federal law will control. Because the bill does not exempt any federally assisted housing providers from its requirements, the added clauses make clear that if any conflict does arise, federal requirements supersede City law.

Amendment 2
to
CB 120090 – Right of First Refusal
Sponsor: CMs Sawant and Morales
Ensuring contiguous tenancy

Amend 7.24.030.J as follows:

J. Right of first refusal

1. Except as provided in subsection 7.24.030.J.2, the landlord must offer the tenant for whom the tenancy for a specified time is expiring a new tenancy on reasonable terms for the same rental unit, with the new tenancy starting on the day after the expiration of the tenancy for a specified time. The landlord must make that offer between 60 and 90 days before the expiration of the tenancy for a specified time and before the landlord offers tenancy to any third party. The landlord must deliver a proposed rental agreement to the tenant in accordance with RCW 59.12.040 and give the tenant 30 days to accept or decline the proposed rental agreement. There shall be a rebuttable presumption that the landlord failed to offer a new tenancy on reasonable terms if: the existing tenant declines to enter the proposed rental agreement; and, within 30 days after the tenant has vacated, the landlord lists the unit for rent on terms materially more favorable to a prospective tenant.

* * *

Effect: This amendment would ensure that there are no gaps between the time at which the tenancy for a specified time that is expiring ends and the next new tenancy begins for an existing tenant with a right of first refusal. As introduced, the legislation did not specify when the next tenancy would begin and could have resulted in the landlord offering a tenancy at some future time rather than right after the end of the previous tenancy.

Amendment 3

to

CB 120090 – Right of First Refusal

Sponsor: CMs Sawant and Morales

Making explicit that nothing prohibits landlords and tenants from agreeing on a lease more than 90 days before expiration of the tenancy for a specified time.

Amend 7.24.030.J as follows:

J. Right of first refusal

1. Except as provided in subsection 7.24.030.J.2, the landlord must offer the tenant for whom the tenancy for a specified time is expiring a new tenancy on reasonable terms for the same rental unit. The landlord must make that offer between 60 and 90 days before the expiration of the tenancy for a specified time and before the landlord offers tenancy to any third party. The landlord must deliver a proposed rental agreement to the tenant in accordance with RCW 59.12.040 and give the tenant 30 days to accept or decline the proposed rental agreement. There shall be a rebuttable presumption that the landlord failed to offer a new tenancy on reasonable terms if: the existing tenant declines to enter the proposed rental agreement; and, within 30 days after the tenant has vacated, the landlord lists the unit for rent on terms materially more favorable to a prospective tenant.

2. A landlord may decline to offer a new tenancy under subsection 7.24.030.J.1 if:

- a. The tenant, at least 60 days before the expiration of the tenancy for a specified time, provides the landlord written notice that the tenant intends to vacate voluntarily after the rental agreement expires;
- b. The landlord asserts a just cause under subsection 22.206.160.C.1 and complies with subsection 7.24.030.J.3; ~~or~~

Asha Venkataraman

Date: June 7, 2021

Version: 1

c. The existing rental agreement provides for the tenancy to continue as a month-to-month tenancy after the agreement expires; or

d. More than 90 days before the expiration of the tenancy for a specified time, the landlord and tenant agree to a new rental agreement for the same rental unit, with the new tenancy starting on the day after the expiration of the previous tenancy for a specified time.

* * *

Effect: This amendment would make clear that landlords and tenants do not need to go through the process laid out in this legislation if they agree on a new rental agreement for the same unit, with the tenancy starting the day after the expired tenancy, more than 90 days before the tenancy for a specified time expires.

Amendment 4

to

CB 120090 – Right of First Refusal

Sponsor: CM Morales

Ensuring equivalent protections for housing choice voucher holders.

Amend Section 22.206.160.C.10 as follows:

10. If a tenant has agreed to terminate a tenancy, including but not limited to termination within a rental agreement or in a separate termination agreement, the tenant may rescind that agreement to terminate a tenancy:

a. Within ten business days after signing the agreement by delivering written notice of rescission to the landlord, unless subsection 22.206.160.C.10.c applies; or

b. More than ten business days after signing the agreement by delivering written notice of rescission to the landlord if the tenant signed the agreement: without representation by an attorney or other tenant advocate; or outside of a proceeding mediated by a neutral third party.

~~c. Subsection 22.206.160.C.10.a does not apply to a mutual termination agreement described in 24 CFR 982.354, in which a tenant with a housing choice voucher may move to a new unit when a lease has terminated only via mutual termination agreement.~~

* * *

Effect: As originally drafted, the legislation intended to protect a tenant from rescinding a mutual termination agreement when such agreement was the only mechanism by which the tenant could use the housing voucher to move into a new housing unit. However, this amendment accounts for the fact that a tenant with representation in signing a mutual termination agreement would be advised of such implications when signing the agreement, and tenants without representation would still be allowed to rescind their agreement if they chose to do so.