



SEATTLE CITY COUNCIL

Sustainability and Renters' Rights Committee

Agenda

Tuesday, May 25, 2021

2:00 PM

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

Kshama Sawant, Chair
Tammy J. Morales, Vice-Chair
Debora Juarez, Member
Andrew J. Lewis, Member
Alex Pedersen, Member
Teresa Mosqueda, Alternate

Chair Info: 206-684-8803; Kshama.Sawant@seattle.gov

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

Council Chamber Listen Line: 206-684-8566

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>.



SEATTLE CITY COUNCIL
Sustainability and Renters' Rights Committee
Agenda
May 25, 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/committees/sustainability-and-renters-rights>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

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State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature.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. Sustainability and Renters' Rights Committee at <http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the Sustainability and Renters' Rights Committee 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 Councilmember Sawant at Kshama.Sawant@seattle.gov

Sign-up to provide Public Comment 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#

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. [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.

*Supporting
Documents:*

[Summary and Fiscal Note](#)
[Presentation \(added 5/13/21\)](#)
[Central Staff Memo \(5/25/21\)](#)

Briefing, Discussion, and Possible Vote (30 minutes)

Presenter: Jeff Simms, Council Central Staff

2. [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.

*Supporting
Documents:*

[Summary and Fiscal Note](#)

Briefing, Discussion, and Possible Vote (30 minutes)

Presenter: Asha Venkataraman, Council Central Staff

3. [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.**

Supporting

Documents: [Summary and Fiscal Note](#)

Briefing, Discussion, and Possible Vote (30 minutes)

Presenter: Asha Venkataraman, Council Central Staff

E. Adjournment



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:

Ending school-year evictions

Presentation to Seattle City Council Sustainability and Renters Rights Committee

Chair: Kshama Sawant

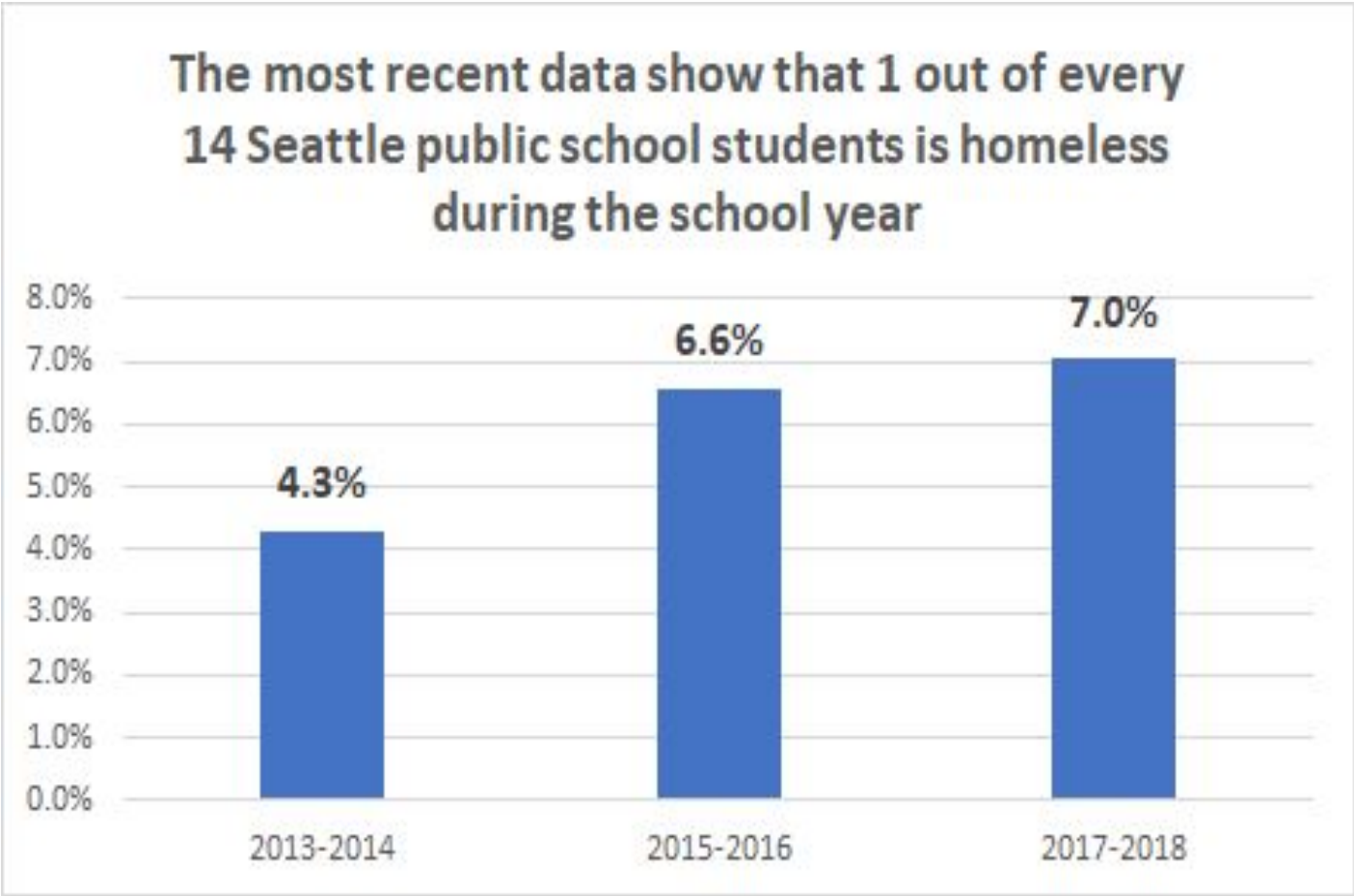
May 12, 2021



SEATTLE CITY COUNCIL | DISTRICT 3

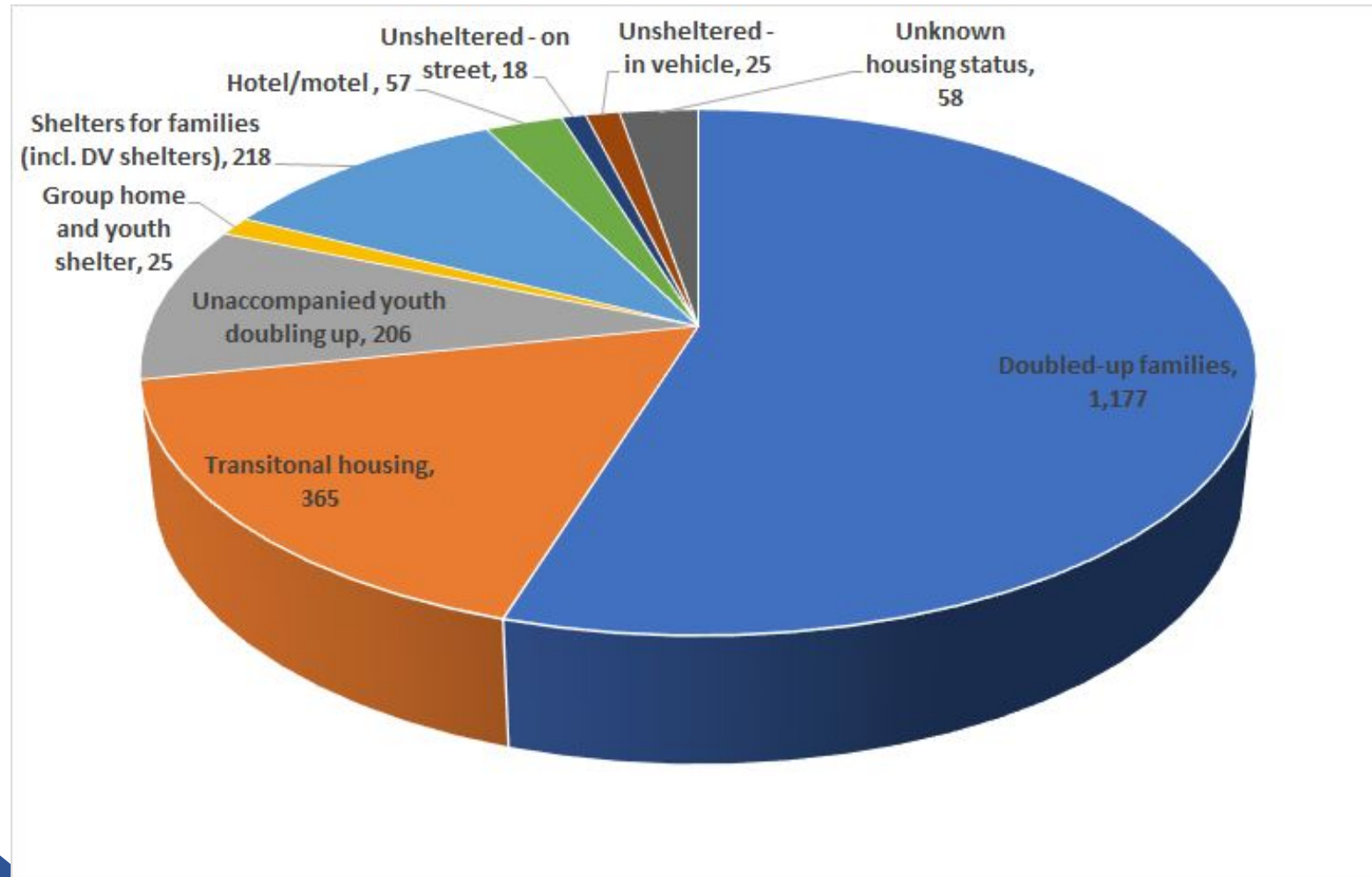
COUNCILMEMBER KSHAMA SAWANT

Seattle public school homelessness is on the rise.



Source: OSPI data on <https://www.k12.wa.us/student-success/access-opportunity-education/homeless-education/homeless-student-data-grant-recipients>

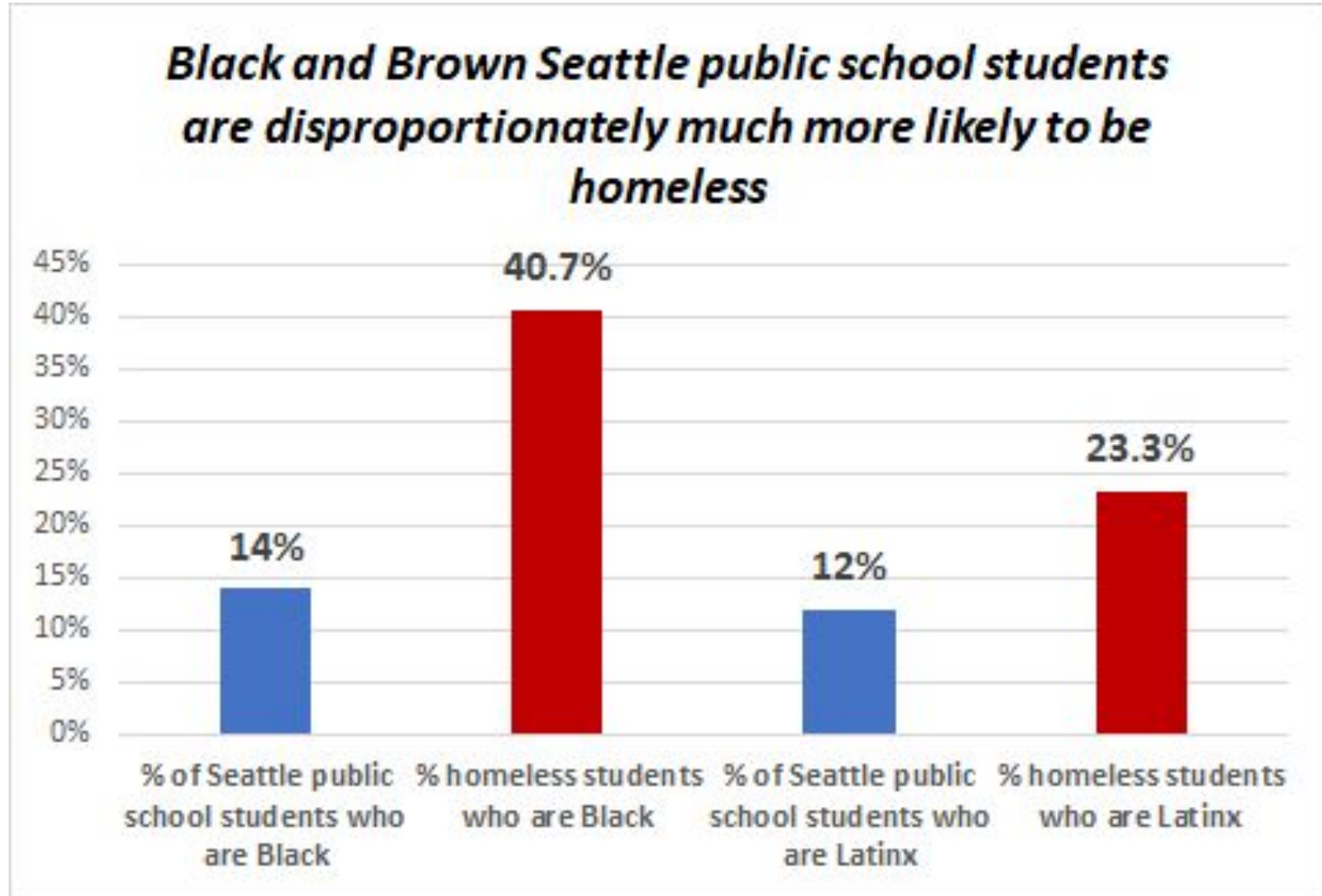
Right now,
Seattle public
school
students are
struggling
with
homelessness
in a variety of
settings.



Data as of 3/15/2021:

https://www.seattleschools.org/UserFiles/Servers/Server_543/File/District/Departments/School%20Board/Friday%20Memos/2020-21/FridayMemo_20210319_Corrected.pdf

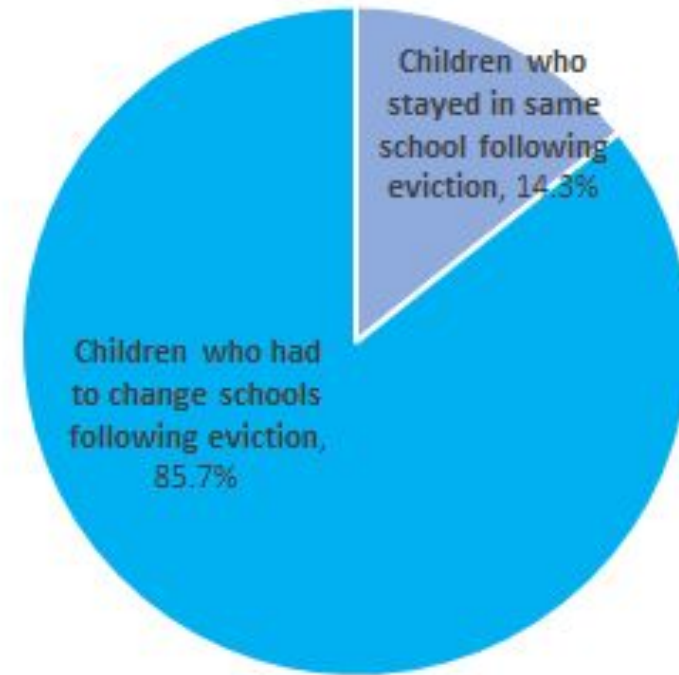
Stopping evictions of school-aged families is a Black Lives Matter and racial justice issue.



sources: OSPI data accessible at <https://www.k12.wa.us/student-success/access-opportunity-education/homeless-education/homeless-student-data-grant-recipients>
https://www.seattleschools.org/cms/One.aspx?portalId=627&pageId=25571114#Graph_2

When households are evicted, children are forced out of their schools and away from friends and trusted educators and school support staff.

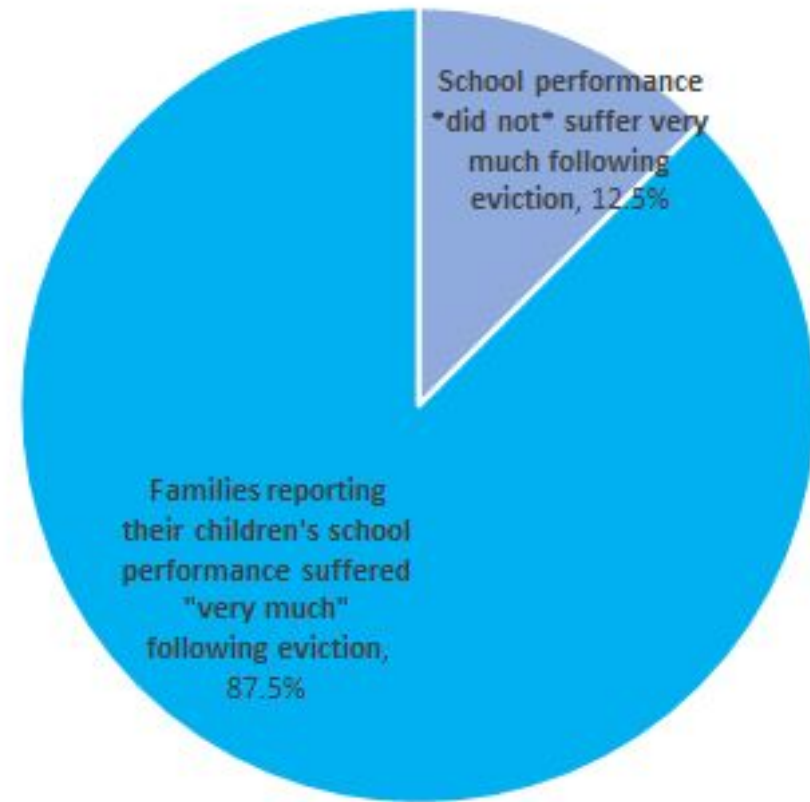
The vast majority of children in evicted Seattle households had to change schools as a result



http://www.seattle.gov/Documents/Departments/SeattleWomensCommission/LosingHome_9-18-18.pdf

Students' performance in school suffers when their families are evicted.

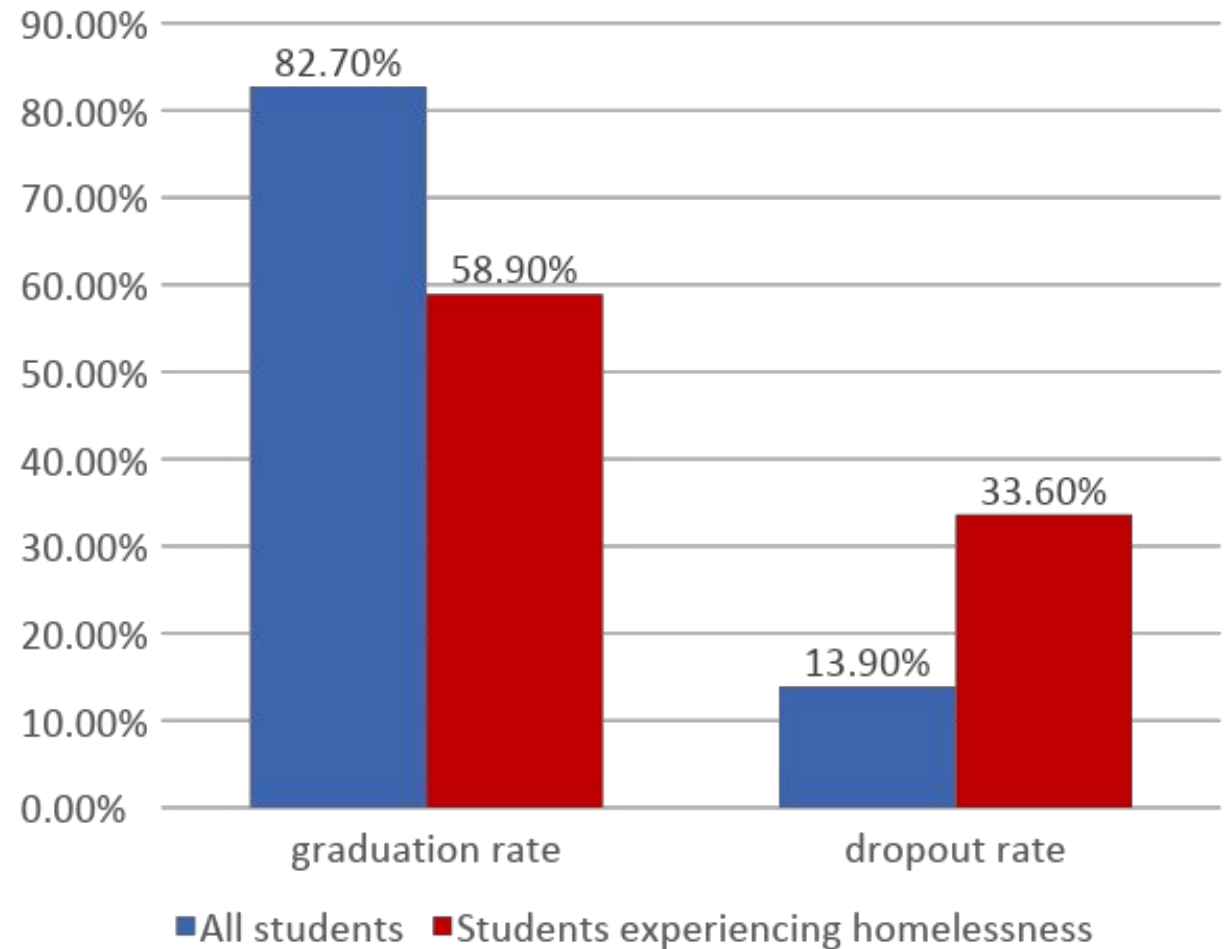
Nearly 9 out of 10 families reported that student school performance suffered due to eviction



http://www.seattle.gov/Documents/Departments/SeattleWomensCommission/LosingHome_9-18-18.pdf

Homeless students have much lower graduation rates and much higher school dropout rates.

Washington state public school students experiencing homelessness are much more likely to not graduate, and are three times more likely to drop out of school



Statewide data - graduation rate, class of 2017, 5-year adjusted cohort

<https://www.k12.wa.us/sites/default/files/public/homeless/pubdocs/2019-01-update-homeless-students-data.pdf>

Academic research agrees that evictions harm student learning and development.

“Children 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.”¹

“Numerous 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”²

“In 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”³

¹ *The Negative Effects of Instability on Child Development*, Urban Institutes, 2013

² *Systematic review of psychosocial factors associated with evictions*, Healthcare and Socialcare in the Community, 2018

³ *Elementary School Children: Many Change Schools Frequently, Harming Their Education*, U.S. Government Accountability Office, 1994

Research also shows that the turnover of school staff damages student learning.

“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”¹

“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”²

¹ *The Consequences of Leaving School Early: The Effects of Within-Year and End-of-Year Teacher Turnover*, Education Finance and Policy, 2020

² *Putting School Reform in Its Place: Social Geography, Organizational Social Capital, and School Performance*, The American Educational Research Journal, 2012

CB 120046 - relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year

Who is Protected?

- All children and students up through 12th grade
- Their families
- All school employees including preschools, elementary schools, middle schools, and high schools



CB 120046 - relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year

When are Schoolchildren Evictions Banned?

- During the academic school year of Seattle Public Schools
- For example, the current school year is September 4, 2020 - June 18, 2021



CB 120046 - relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year

Exceptions

Evictions are not banned when other laws require them, including:

- The building is condemned
- The landlord is required by law to reduce the number of occupants
- There is serious illegal and dangerous activity in the unit regulated Chapter 7.43 RCW or RCW 59.12.030(5)

CB 120046 - relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year

Precedents

Seattle Ordinance 126041

- Bans “Winter Evictions” between December 1 and March 1
- Passed by the Seattle City Council on February 10, 2020

San Francisco Rent Ordinance Section 37.9(j)

- Amended in 2016 to protect Children, Students, and Educators from eviction during the school year.
- Limited to certain no-fault evictions such as redevelopment

CB 120046 - relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year

Community Support

- Seattle School Board Director Zachary DeWolf.
- Seattle Education Association passed a resolution with support from overwhelming majority.
- CM Sawant's office will be sharing a community petition.

CB 120046 - relating to termination of residential rental tenancies; providing a defense to certain evictions of children, their families, and educators during the school year

Next Steps

- May 25 Sustainability and Renter Rights Committee Meeting - intended votes
- Jeff Simms from Council Central Staff is preparing a memo for the May 25 Committee Meeting.
- Committee Members should send Jeff Simms intended amendments by Friday May 14, so they can be revised and reviewed by the CAO next week, and published by Friday May 21.

Questions?

May 17, 2021

MEMORANDUM

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

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

Policy Intent

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

Provisions of CB 120046

Beneficiaries and Duration of New Eviction Defense

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

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

Circumstances When Evictions Permitted

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

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

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

Comparable Polices Nationwide

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

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

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

Next Steps

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

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



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:



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: