

Amendment 3b as amended

to

CB 119784 – Emergency Eviction Defense

Sponsor: CP Pedersen, amended by CM Herbold

Good faith effort to access rental assistance

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

9.

a. Subject to the requirements of subsection 22.206.160.C.9.b, it is a

defense to eviction if the eviction would result in the tenant having to vacate the housing unit within six months after the termination of the Mayor’s eviction moratorium, and if the reason for terminating the tenancy is:

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

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

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

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b. The tenant may invoke the defense provided in subsection

22.206.160.C.9.a only if ~~the tenant has applied for or made a good faith effort to obtain rental assistance from a public, private, or non-profit rental assistance program or the tenant has submitted a declaration or self-certification asserting the tenant has suffered a financial hardship and is therefore unable to pay rent.~~

Effect: This amendment would require that a tenant who wants to use the defense ~~applies for or makes a good faith effort to secure rental assistance funds from a rental assistance program, or~~ completes a self-certification stating they are unable to pay rent due to financial hardship.