

Just Cause Eviction Protections

Closing the End-of-lease Loophole



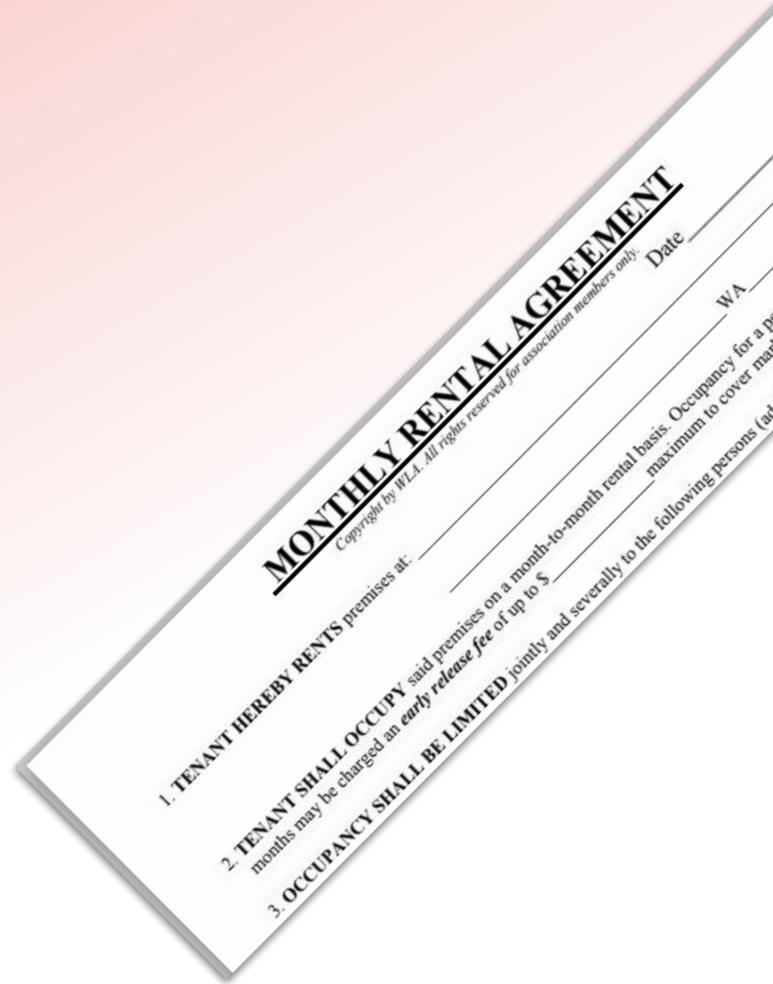
Sustainability and Renters' Rights Committee
Councilmember Kshama Sawant, Chair
March 23, 2021

What are Just Cause Eviction Protections?

- Seattle's [Just Cause Eviction Ordinance](#) bans evictions unless the reason for the eviction is on a list of just causes.
- Washington State only requires 20 days notice for a “no-cause” eviction. [HB 1236](#) could create some Just Cause eviction protections statewide.
- Federal Way's [“Stable Homes Initiative” \(Initiative 19-001\)](#), passed in 2019 after a massive grassroots campaign organized by WACAN, Labor Unions, and other renter rights activists.

End-of-Lease Loophole

- Seattle's Just Cause protections do not stop landlords from refusing to renew a renter's lease.
- Just Cause protects renters on month-to-month leases and renters mid-lease.
- The Sustainability and Renters' Committee will discuss closing this loophole in 2021.



The Federal Way “Stable Homes Initiative”

- The “Stable Homes Initiative” protects renters in Federal Way from no-cause evictions
- Closes the end-of-lease loophole by requiring landlords to offer lease extensions before the end of a lease:

“(2) Between 60 and 90 days prior to the expiration of the existing rental term, the landlord must offer a tenant the opportunity to enter into a new rental agreement or to extend the existing rental agreement”

- The corporate landlord lobby sued on December 6, 2019. The trial date is currently set for July 12, 2021.

Washington State HB 1236

- Would create Just Cause eviction protections statewide if passed in its current form.
- Partially closes the end-of-lease loophole by:

“... the tenancy becomes a month-to-month tenancy until further agreement of the landlord and tenant, and may only be terminated for the causes enumerated...”

except for at the end of the initial lease (3-12 months).

Other Differences Between Just Cause in Seattle and HB 1236

HB 1236 would permit eviction for reasons not permitted by Seattle's protections:

- HB 1236 allows eviction for, “a legitimate economic or business reason,” which is not defined.
- HB 1236 allows eviction for, “unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant,” which is not defined.

Other Differences Between Just Cause in Seattle and HB 1236 - Continued

HB 1236 would permit eviction for reasons not permitted by Seattle's protections:

- HB 1236 allows eviction if, “the tenant has been required to register as a sex offender.”
- Seattle prohibits winter evictions
- Seattle prohibits evictions for COVID related economic hardship (for 6 months after the moratorium ends)

Our Work to Close End-of-lease Loophole

In CM Sawant's Office we have investigated closing the end-of-lease loophole for several years:

- Discussed with renters and community organizers,
- Met with the City Attorney's Office,
- Monitored the effect of Federal Way's Stable Housing Initiative and attempts to pass Just Cause statewide,

We are excited that there is the opportunity to finally close this loophole in 2021.

Next Steps

The Sustainability and Renters' Right Committee will:

- hear from renters and community organizers about closing the end-of-lease loophole and other improvements in Seattle's Just Cause eviction protections,
- monitor the legal progress of Federal Way's Stable Homes Initiative,
- monitor the progress of HB 1236,
- discuss and vote on legislation to strengthen Just Cause protections in Seattle.