



SEATTLE CITY COUNCIL

Sustainability and Renters' Rights Committee

Agenda

Thursday, July 15, 2021

2:00 PM

Special Meeting

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

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<http://seattle.gov/cityclerk/accommodations>.



SEATTLE CITY COUNCIL
Sustainability and Renters' Rights Committee
Agenda
July 15, 2021 - 2:00 PM
Special Meeting

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State Governor's Proclamation 20-28.15, until the COVID-19 State of Emergency is terminated or Proclamation 20-28 is rescinded by the Governor or State legislature.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. Community Panel - Protecting renters from skyrocketing rents

Briefing and Discussion (45 minutes)

Presenters: Violet Lavatai, Tenants Union of Washington; Gina Owens, Seattle Renters Commission and Washington Community Action Network member; Tram Tran-Larsen, King County Housing Justice Project; Sharon Crowley, Seattle Renters Commission and UAW 4121 member

2. Relocation Assistance for Economic Displacement (Economic Evictions)

Supporting Documents:

[Presentation \(6/22/21\)](#)

[Infographic](#)

[Draft Bill \(7/15/21\)](#)

[Draft Summary and Fiscal Note \(7/15/21\)](#)

Briefing and Discussion (20 minutes)

Presenters: Ted Virdone, Office of Councilmember Sawant; Asha Venkataraman, Council Central Staff

3. **Rent Control**

Supporting Documents: [Rent Control FAQ](#)

Briefing and Discussion (15 minutes)

Presenter: Ted Virdone, Office of Councilmember Sawant

4. [CB 119585](#) **AN ORDINANCE relating to residential rental properties; requiring a minimum of 180 days' prior written notice to tenants whenever the housing costs to be charged a tenant are to increase; and amending Sections 7.24.030, 22.202.080, and 22.206.180 of the Seattle Municipal Code.**

Supporting Documents: [Summary and Fiscal Note v2](#)
[Proposed Substitute \(track changes\)](#)
[Proposed Substitute \(without track changes\)](#)

Briefing, Discussion, and Possible Vote (10 minutes)

Presenter: Asha Venkataraman, Council Central Staff

5. [Appt 01966](#) **Appointment of Emily J. Myers as member, Green New Deal Oversight Board, for a term to April 30, 2022.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote (15 minutes for items 5-8)

Presenter for items 5-8: José Vasquez, Office of Sustainability and Environment

6. [Appt 01967](#) Appointment of Andrea Ornelas as member, Green New Deal Oversight Board, for a term to April 30, 2022.

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

7. [Appt 01968](#) Appointment of Deepa Sivarajan as member, Green New Deal Oversight Board, for a term to April 30, 2022.

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

8. [Appt 01969](#) Appointment of Kristina Chu as member, Green New Deal Oversight Board, for a term to April 30, 2023.

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

E. Adjournment



Legislation Text

File #: Inf 1842, **Version:** 1



Legislation Text

File #: Inf 1836, **Version:** 1



SEATTLE CITY COUNCIL
CENTRAL STAFF

Economic Displacement Relocation Assistance

ASHA VENKATARAMAN, LEGISLATIVE ANALYST

SUSTAINABILITY AND RENTERS' RIGHTS COMMITTEE

JUNE 22, 2021

Draft Bill: Economic Displacement Relocation Assistance

Intent:

To help a tenant who cannot afford a rent increase of ten percent or more relocate.

Projected timeline for introduction and committee discussion:

Tentatively July

This presentation covers:

- Details of the draft bill, and
- Potential Fiscal and Staffing Impacts

Tenant Eligibility (1/2)

- Households who have:
 - Received a 60-day notice of rent increase (as required by State and City law) and the rent increase is ten percent or more; and
 - Either vacated the property or provided notice to the owner that they plan to vacate.

Tenant Eligibility (2/2)

- Households must designate one household member as the person representing them when applying for assistance and who is entitled to receive funds.
- A household representative can only represent one household at a time.

Definitions (1/2)

- **Household:** any family household or non-family household that occupies a housing unit. A combination of family households and non-family households may occupy a single housing unit.

Definitions (2/2)

- **Family household:** all occupants in the same housing unit who are members of the same family unit.
 - **Family unit:** all related persons including parents; spouses' parents; grandparents; spouses' grandparents; grandchildren; spouses' grandchildren; siblings; spouses' siblings; siblings', spouses', and siblings' children; and those similarly related to domestic partners
- **Non-family household:** an occupant of a housing unit that is not a member of a family household

Timing of Application (1/2)

- Must apply to the Seattle Department of Construction and Inspection (SDCI) within 180 days of receiving the rent increase notice.
- If more time is needed to apply, the household representative can request an application extension before the end of the 180-day period
 - SDCI can grant a 60-day extension upon a finding of good cause.

Timing of Application (2/2)

- If the application is incomplete, SDCI can ask for more information and the household representative must provide a response within 30 days
 - SDCI can grant an extension upon a finding of good cause.
- If the tenant rescinds the notice of vacation, must also withdraw application and pay back any funds received

Notification from SDCI

- Required to provide notice:
 - to the owner that SDCI received an application from a tenant or tenants within five days of receipt
 - to the owner and the household representative of whether the household is entitled to economic displacement relocation assistance within 10 days of receiving a complete application.

Content of the Application

- Affidavit with the date of vacation or copy of the notice of intent to vacate;
- Copy of current rental agreement or proof of housing costs for the last 12 months;
- Copy of the rent increase notice;
- Names of all members of each household; and
- Number of family and non-family households occupying the unit.

Payment of Relocation Assistance

- Within seven days of receiving a notice that the household can get assistance, the owner must pay the designated amount to SDCI.
 - Owner cannot hold back any assistance even if they believe the tenant owes the owner a specific amount.
- Within five days of when the owner is due to pay SDCI assistance, SDCI must pay the tenant.

Amount of Relocation Assistance

- Determine the average monthly housing costs for the housing unit, based upon the housing costs incurred in the 12 consecutive months prior to the effective date of the required rent-increase notice;
- Identify the number of households that occupy the housing unit and divide the average monthly housing costs by the number of households, resulting in the average monthly housing costs per household; and
- Multiply the average monthly housing costs per household by three

Amount of Relocation Assistance (Example)

- One rental unit pays \$3600/month.
- 2 households: one family, one non-family. $\$3600/2 = \1800
- $\$1800 \times 3 = \$5,400$
 - Assuming eligibility and application requirements are satisfied, each household representative would be entitled to \$5,400.
 - For two households who are vacating or intend to vacate, this would cost the landlord \$10,600.

Refunds

- If the household does not end up vacating the unit by the date on the notice of intent to vacate, the household representative must refund the assistance payment to the City within ten days of the date on the notice of intent to vacate.
 - SDCI must refund the payment to the owner within ten days of receiving the household representative's refund.
 - If the household representative does not pay the refund, SDCI must still refund the payment to the owner within ten days.

Appeals and Enforcement

- Either the owner or the household representative may appeal the approval or denial of the application or the calculation of the amount of displacement relocation assistance payment.
- Must be filed with the Hearing Examiner within ten days of SDCI's decision.
- SDCI will enforce violations of the ordinance

Fiscal and Staffing Impacts (1/2)

- Need to engage with SDCI and the Hearing Examiner to determine what will be needed to support this potential ordinance.
- SDCI will likely have an increased workload:
 - Answering calls from tenants and landlords about these new rights;
 - Receiving and making determinations about applications; and
 - Receiving payments from landlords and making payments to household representatives, including refunds

Fiscal and Staffing Impacts (2/2)

- **SDCI budget**
 - Because SDCI is responsible for administering payments and refunds regardless of whether the owner pays or the household representative returns funds, will need to determine a base budget that accounts for how long it will take to recover unpaid funds.
- **Hearing Examiner**
 - New caseload for appeals

Questions?

HELPING RENTERS FACING ECONOMIC EVICTION

COUNCILMEMBER  KSHAMA SAWANT

WHO GETS RELOCATION ASSISTANCE

<u>REASON FOR EVICTION</u>	<u>CURRENT</u>	<u>PROPOSED</u>
➤ Landlord wants to remodel unit	YES	YES
➤ Landlord wants to demolish unit	YES	YES
➤ Landlord raises rent 10% or more (economic eviction)	NO	YES

WHAT THIS BILL DOES

(HELPS RENTERS FACING ECONOMIC EVICTIONS)

<u>ELIGIBILITY CRITERIA</u>	<u>ASSISTANCE</u>	<u>WHO PAYS</u>
➤ Rent raised 10% or more in a year ➤ Renter forced to move	Renter receives triple previous rent*	Landlords who raise rent more than 10% in a year

* Provides money for first month, last month, and security deposit of a similarly priced unit for renters who move.

Questions?

Contact: Ted Virdone of Councilmember Kshama Sawant's Office

Email: ted.virdone@seattle.gov Phone: 206-518-0382

Web: sawant.seattle.gov Twitter: @cmkshama

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to relocation assistance for economically displaced tenants; requiring the payment of economic displacement relocation assistance to households that are vacating a housing unit after receiving notice of a rent increase of ten percent or more or of less than ten percent where the cumulative effect is an annual increase of ten percent or more; and adding a new Chapter 22.212 to the Seattle Municipal Code.

..body

WHEREAS, rent increases may cause many households to move due to inability to pay the higher rent; and

WHEREAS, rents in Seattle have been increasing rapidly and vacancies in affordable rental housing are at low levels, making it increasingly difficult for many households to locate rental housing; and

WHEREAS, before moving into a rental unit, landlords typically require that households pay some type of security deposit and other move-in fees; and

WHEREAS, these conditions in the rental market have created a relocation crisis, because many households do not have sufficient resources to save money to cover moving expenses; and

WHEREAS, providing economic displacement relocation assistance to households who move following a rent increase of ten percent or more will help households obtain replacement housing and mitigate the impact of the rent increase on the relocation crisis; and

WHEREAS, the Council finds that this ordinance will protect and promote the health, safety, and welfare of the general public; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

1 Section 1. This ordinance is adopted pursuant to the City’s police power authority granted
2 by Article 11, section 11 of the Washington State Constitution, and not pursuant to RCW
3 59.18.440 or other law.

4 Section 2. A new Chapter 22.212 is added to the Seattle Municipal Code as follows:

5 **CHAPTER 22.212 – ECONOMIC DISPLACEMENT RELOCATION ASSISTANCE –**
6 **RENT INCREASE**

7 **22.212.010 Definitions**

8 For the purposes of this Chapter 22.212, the following words or phrases shall have the meaning
9 prescribed below unless the context clearly indicates otherwise. Terms that are not defined in this
10 Chapter 22.212 and are defined in Chapter 22.204 shall have the meaning given to them in
11 Chapter 22.204.

12 “Family household” means all occupants in the same housing unit who are members of
13 the same family unit.

14 “Family unit” means all related persons, including: parents; spouses’ parents;
15 grandparents; spouses’ grandparents; grandchildren; spouses’ grandchildren; siblings; spouses’
16 siblings; siblings’, spouses’, and siblings’ children; and those similarly related to individuals in
17 city or state registered domestic partnerships.

18 “Household” means any family household or non-family household that occupies a
19 housing unit. A combination of family households and non-family households may occupy a
20 single housing unit.

21 “Housing costs” has the same meaning prescribed by Section 7.24.020.

22 “Household representative” means a household member designated by the household as
23 the person representing the household in performing actions under this Chapter 22.212, and who

1 is the person legally entitled to obtain the payment authorized by this Chapter 22.212. A
2 household representative may represent only one household at a time.

3 “Member” means a person living alone or a person living in a family unit.

4 “Non-family household” means occupants of a housing unit who are not members of a
5 family household.

6 “Owner” has the same meaning as defined in Chapter 22.204.

7 “Required rent-increase notice” means the notice required by subsection 7.24.030.A if it
8 is: (1) a required rent-increase notice for ten percent or more; or (2) a required rent-increase
9 notice for less than ten percent.

10 “Required rent-increase notice for less than ten percent” means a required rent-increase
11 notice for a one-time rent increase of less than ten percent, but where that rent increase, in
12 combination with all other rent increases taking effect within 12 months prior to the effective
13 date of that rent increase, will result in a cumulative rent increase of ten percent or more.

14 “Required rent-increase notice for ten percent or more” means a required rent-increase
15 notice for a one-time rent increase of ten percent or more.

16 **22.210.020 Notice**

17 A. The Director shall prepare an informational notice describing how persons may obtain
18 information about the rights and obligations of tenants and owner under this Chapter 22.212. The
19 Director shall place the notice on the Department’s web site and provide links to translated
20 versions of the notice in the five languages most commonly spoken in Seattle other than English,
21 as determined on an annual basis. The Director may include translations in other languages at the
22 Director’s discretion. If requested, the Director shall provide copies of the notice to owner at no
23 cost.

1 B. The owner shall provide the required rent-increase notice of ten percent or more and
2 the notice described in subsection 22.212.020.A to an adult tenant of each housing unit by:

- 3 1. Personally delivering the notices or causing them to be personally delivered; or
4 2. Mailing the notices by certified mail, return receipt requested and by first-class
5 mail addressed to the housing unit.

6 **22.212.030 Criteria for economic displacement relocation assistance**

7 A household representative is entitled to economic displacement relocation assistance if:

- 8 A. A tenant of the housing unit has received a required rent-increase notice;
9 B. The household representative complies with the deadlines or extensions in Section
10 22.212.040; and
11 C. After receiving the required rent-increase notice but before the rent increase takes
12 effect, the household vacates the housing unit or a member of the household has given written
13 notice to the owner of the date the household intends to vacate the housing unit. There is a
14 rebuttable presumption that if the household is vacating the unit after receiving the required rent-
15 increase notice, the household is vacating because of the rent increase.

16 **22.212.040 Application for economic displacement relocation assistance**

17 A. Within 180 days after a tenant receives a required rent-increase notice or 60 days after
18 the rent increase goes into effect, whichever date is later, the household representative may apply
19 to the Director for economic displacement relocation assistance by submitting an application to
20 the Director on a form approved by the Director. If the household representative fails to submit
21 an application within either 180 days after a tenant in the household receives the required rent-
22 increase notice or 60 days after the rent increase goes into effect, whichever date is later, the
23 household representative is not entitled to economic displacement relocation assistance unless

1 the household representative requests and the Director approves the request for an extension of
2 time to submit the application. The Director shall approve the request for an extension if the
3 Director receives the request before the expiration of the 180-day or 60-day period, whichever
4 expires later, and if the Director determines that the household representative has good cause for
5 failing to apply within the applicable period. The Director shall notify the household
6 representative and the owner in writing whether the extension has been approved or rejected. If
7 the Director approves the extension, the household representative will have an additional 60 days
8 in which to submit the application.

9 B. The application shall include:

10 1. An affidavit identifying the date the household representative's household
11 vacated the housing unit or a copy of the notice the household gave to the owner identifying the
12 date the household intends to vacate the housing unit;

13 2. A copy of the current rental agreement or, if the tenancy is not subject to a
14 written agreement or the household does not have a copy of it, proof of housing costs for the 12
15 months prior to the effective date of the required rent-increase notice;

16 3. A copy of the required rent-increase notice and, if the notice is for a one-time
17 rent increase of less than ten percent, documentation establishing that that rent increase, in
18 combination with all other rent increases taking effect within 12 months prior to the effective
19 date of that rent increase, will result or resulted in a cumulative rent increase of ten percent or
20 more; and

21 4. The number of family and non-family households occupying the housing unit
22 and the names of all members of each household.

1 C. Within five days after receiving the application, the Director shall notify the owner in
2 writing that the household representative has submitted an application for economic
3 displacement relocation assistance.

4 D. The Director may ask the household representative to provide information to complete
5 an application for economic displacement relocation assistance. The household representative is
6 not entitled to economic displacement relocation assistance if the household representative fails
7 to provide the requested information within 30 days after receiving the Director's request, unless
8 the household representative requests, and the Director approves the request for, an extension of
9 time to provide the requested information. The Director shall approve the request for an
10 extension if the Director receives the request before the expiration of the 30-day period and
11 determines that the household representative has good cause for failing to provide the requested
12 information within the period. If the Director approves the request, the household representative
13 will have an additional 30 days in which to submit the application.

14 E. Within ten days after the Director receives a complete application, the Director shall
15 send by certified mail, return receipt requested and by first-class mail to the household
16 representative and the owner a notice stating whether the household representative is entitled to
17 economic displacement relocation assistance pursuant to Section 22.212.030 and identifying the
18 amount of any entitlement as calculated pursuant to Section 22.212.050.

19 F. If the household rescinds its notice of vacation at any time after the household
20 representative submits an application to the Director and before the Director pays economic
21 displacement relocation assistance to the household representative, the household representative
22 must withdraw the application for economic displacement relocation assistance by providing
23 written notice to the Director immediately.

1 **22.212.050 Calculation of economic displacement relocation assistance payment**

2 The Director shall calculate the amount of economic displacement relocation assistance, if any,
3 to which the household representative is entitled. To calculate that amount, the Director shall:

4 A. Determine the average monthly housing costs for the housing unit, based upon either:
5 the housing costs for the 12 consecutive months prior to the effective date of the required rent-
6 increase notice; or if the tenancy has been for fewer than 12 months, the average monthly
7 housing costs for the duration of the tenancy;

8 B. Identify the number of households that occupy the housing unit and divide the average
9 monthly housing costs by the number of households, resulting in the average monthly housing
10 costs per household; and

11 C. Multiply the average monthly housing costs per household by three.

12 **22.212.060 Owner's payment of economic displacement relocation assistance to the**
13 **Director**

14 The owner shall pay to the Director the amount of assistance identified in the notice within seven
15 days after receipt by the owner of the Director's notice described in subsection 22.212.040.E
16 stating that the household representative is entitled to economic displacement relocation
17 assistance. The owner may not reduce the amount of the assistance payment by any amount the
18 owner believes the tenant owes the owner, such as a security deposit for damage to the property
19 for which the tenant is responsible. Nothing in this Chapter 22.212 precludes the owner from
20 seeking such amounts from the tenant pursuant to RCW 59.18.280.

21 **22.212.070 Payment of economic displacement relocation assistance to the household**
22 **representative**

1 The Director shall pay the household representative the assistance payment specified in the
2 Director's notice described in subsection 22.212.040.E within five days after the owner is
3 required to submit payment to the Director. An economic displacement relocation assistance
4 payment received by a household representative under this Chapter 22.212 shall not be
5 considered as income for any City benefit program or affect the amount to which any person may
6 be entitled under any City benefit program.

7 **22.212.080 Refunds**

8 A. If the household rescinds its notice of vacation and withdraws the application for
9 economic displacement relocation assistance after the owner has already paid economic
10 displacement relocation assistance to the Director, the Director will refund the amount paid by
11 the owner within five days after receiving notice of the withdrawal of the application.

12 B. If the household does not vacate the housing unit by the date identified on the written
13 notice of vacation and the household representative has received an economic displacement
14 relocation assistance payment, the household representative shall refund the payment to the
15 Director within ten days after that date. Within ten days after receiving the refund from the
16 household representative, the Director shall refund to the owner the amount paid by the owner.

17 C. If the household representative fails to refund the economic displacement relocation
18 assistance payment as required by subsection 22.212.080.B, the Director shall, within ten days
19 after the household representative's failure to pay, refund to the owner the amount paid by the
20 owner.

21 **22.212.090 Administrative appeals**

22 A. The owner or a household representative may appeal the Director's decision
23 approving or denying the application for an economic displacement relocation assistance

1 payment, including the Director's calculation of the amount of any economic displacement
2 relocation assistance payment calculated under Section 22.212.050.

3 B. A notice of appeal shall be filed with the Seattle Hearing Examiner by 5 p.m. within
4 ten days after receipt of the Director's decision, and by that same date, copies of the notice of
5 appeal shall be placed in the mail, postage pre-paid, for service on the Director, and any non-
6 appellant owner or household representative. Proof of service shall be filed with the Hearing
7 Examiner.

8 C. A notice of appeal shall be in writing, specifically describe the alleged errors in the
9 Director's decision, and describe the relief sought.

10 D. The Hearing Examiner shall hold a hearing on the appeal pursuant to procedures
11 prescribed by the Hearing Examiner, subject to the procedures prescribed by this Section
12 22.212.090. The Hearing Examiner shall provide notice of the hearing at least ten days prior to
13 the scheduled hearing date to all parties of record.

14 E. The Hearing Examiner shall establish a record at the hearing. Appeals shall be
15 considered de novo. The Hearing Examiner may affirm, reverse, remand, or modify the
16 Director's decision. The Hearing Examiner's decision shall bind the Director and parties of
17 record.

18 F. The Hearing Examiner shall issue a decision within 20 days after the date of record
19 closure. The decision shall be final and conclusive. A copy of the decision shall be mailed or
20 emailed to all parties of record, and all other persons requesting a copy of the decision on the day
21 the decision is issued.

22 **22.212.100 Administration and enforcement**

1 A. The Director shall administer and enforce the provisions of this Chapter 22.212 and is
2 authorized to adopt rules and regulations to implement the Director’s duties established by this
3 Chapter 22.212.

4 B. A restricted accounting unit designated as the Economic Displacement Relocation
5 Assistance Account is established in the Construction and Inspections Fund, from which account
6 the Director is authorized to pay relocation assistance pursuant to Section 22.212.070, when an
7 owner is required to deposit such assistance pursuant to Section 22.212.060. Money from the
8 following sources shall be paid into the Economic Displacement Relocation Assistance Account:

- 9 1. Fines and penalties collected pursuant to Sections 22.212.110 and 22.212.130;
- 10 2. Sums that may by ordinance be appropriated to or designated as revenue to the
11 Account;
- 12 3. Other sums that may be deposited into the Account by gift, bequest, or grant;
- 13 4. Reimbursement of monies paid to The City of Seattle as relocation assistance
14 from the Account; and
- 15 5. Relocation assistance monies deposited by owners with the Director pursuant to
16 Section 22.212.060.

17 C. Any failure to comply with the requirements of this Chapter 22.212 is a violation of
18 this Chapter 22.212, including, but not limited to:

- 19 1. Receipt of economic displacement relocation assistance pursuant to this
20 Chapter 22.212 by a person not entitled to such assistance because they intentionally
21 misrepresented any material information regarding entitlement to assistance;
- 22 2. Failure by the household representative to refund the economic displacement
23 relocation assistance payment as required by subsection 22.212.080.B; and

1 3. Failure by the owner to pay the economic displacement relocation assistance
2 when required by the Director pursuant to Section 22.212.060.

3 **22.212.110 Citations**

4 A. Citation. If after investigation the Director determines that the standards or
5 requirements of this Chapter 22.212 have been violated, the Director may issue a citation to the
6 person responsible for the violation. The citation shall include the following information:

- 7 1. The name and address of the responsible person to whom the citation is issued;
- 8 2. A reasonable description of the location of the property on which the violation
9 occurred;
- 10 3. A separate statement of each standard or requirement violated;
- 11 4. The date of the violation;
- 12 5. A statement that the person cited must respond to the citation within 15 days
13 after service;
- 14 6. The applicable penalty;
- 15 7. A statement that a response must be sent to the Hearing Examiner and received
16 not later than 5 p.m. on the day the response is due;
- 17 8. The name, address, and phone number of the Hearing Examiner where the
18 citation is to be filed; and
- 19 9. A statement that the citation represents a determination that a violation has
20 been committed by the responsible person named in the citation and that the determination shall
21 be final unless contested as provided in subsection 22.212.110.C.

22 B. Service. The citation may be served by personal service in the manner set forth in
23 RCW 4.28.080 for service of a summons or sent by first class mail, addressed to the last known

1 address of the responsible person named in the citation. Service shall be complete at the time of
2 personal service, or if mailed, three days after the date of mailing. If a citation sent by first class
3 mail is returned as undeliverable, service may be made by posting the citation at a conspicuous
4 place on the property.

5 C. Response to a citation

6 1. A citation must be responded to in one of the following ways:

7 a. Payment of the monetary penalty specified in the citation, in which case
8 the record shall show a finding that the person cited committed the violation;

9 b. A written request for a mitigation hearing to explain the circumstances
10 surrounding the commission of the violation and providing an address to which notice of such
11 hearing may be sent; or

12 c. A written request for a contested hearing specifying why the cited
13 violation did not occur or why the person cited is not responsible for the violation, and providing
14 an address to which notice of such hearing may be sent.

15 2. A response to a citation must be received by the Office of the Hearing
16 Examiner no later than 15 days after the date the citation is served. When the last day of the
17 appeal period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run
18 until 5 p.m. on the next business day.

19 D. Failure to respond. If the Office of the Hearing Examiner does not receive a response
20 within 15 days of service of the citation, the Hearing Examiner shall enter an order finding that
21 the person cited committed the violation stated in the citation and assessing the penalty specified
22 in the citation.

23 E. Hearings

1 1. Mitigation hearing

2 a. Date and notice. If a mitigation hearing is requested, the mitigation
3 hearing shall be held within 30 days after written response to the citation requesting such hearing
4 is received by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be
5 sent to the address specified in the request for hearing not less than ten days prior to the date of
6 the hearing.

7 b. Procedure at hearing. The Hearing Examiner shall hold an informal
8 hearing that shall not be governed by the Rules of Evidence. The person cited may present
9 witnesses, but witnesses may not be compelled to attend. A representative from the Seattle
10 Department of Construction and Inspections may also be present and may present additional
11 information, but attendance by a representative from the Seattle Department of Construction and
12 Inspections is not required.

13 c. Disposition. The Hearing Examiner shall determine whether the cited
14 person's explanation justifies reduction of the monetary penalty, but the monetary penalty may
15 not be reduced unless the Seattle Department of Construction and Inspections affirms or certifies
16 that the violation has been corrected prior to the mitigation hearing. Factors that may be
17 considered in whether to reduce the penalty include: whether the violation was caused by the act,
18 neglect, or abuse of another; or whether correction of the violation was commenced promptly
19 prior to citation, but full compliance was prevented by a condition or circumstance beyond the
20 control of the person cited.

21 d. Entry of order. After hearing the explanation of the person cited and any
22 other information presented at the hearing, the Hearing Examiner shall enter an order finding that
23 the person cited committed the violation and assessing a monetary penalty in an amount

1 determined pursuant to subsection 22.212.110.F. The Hearing Examiner's decision is the final
2 decision of the City on the matter.

3 2. Contested hearing

4 a. Date and notice. If a person requests a contested hearing, the hearing
5 shall be held within 60 days after the written response to the citation requesting such hearing is
6 received.

7 b. Hearing. A contested hearing shall be conducted pursuant to the
8 procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by
9 the Hearing Examiner for hearing contested cases, except as modified by this subsection
10 22.212.110.E.2. The issues heard at the hearing shall be limited to those that are raised in writing
11 in the response to the citation and that are within the jurisdiction of the Hearing Examiner. The
12 Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of
13 documents.

14 c. Sufficiency. No citation shall be deemed insufficient for failure to
15 contain a detailed statement of the facts constituting the specific violation that the person cited is
16 alleged to have committed or by reason of defects or imperfections, provided that such lack of
17 detail or defects or imperfections do not prejudice a substantial right of the person cited.

18 d. Amendment of citation. A citation may be amended prior to the
19 conclusion of the hearing to conform to the evidence presented if a substantial right of the person
20 cited is not thereby prejudiced.

21 e. Evidence at hearing. The certified statement or declaration authorized
22 by RCW 9A.72.085 shall be prima facie evidence that a violation occurred and that the person
23 cited is responsible. The certified statement or declaration authorized under RCW 9A.72.085 and

1 any other evidence accompanying the report shall be admissible without further evidentiary
2 foundation. The person cited may rebut the Department of Construction and Inspections'
3 evidence and establish that the cited violation did not occur or that the person contesting the
4 citation is not responsible for the violation.

5 f. Disposition. If the citation is sustained at the hearing, the Hearing
6 Examiner shall enter an order finding that the person cited committed the violation. If the
7 violation remains uncorrected, the Hearing Examiner shall impose the applicable penalty. If the
8 violation has been corrected, the Hearing Examiner may reduce the monetary penalty pursuant to
9 the mitigation provisions in subsection 22.212.110.E.1. If the Hearing Examiner determines that
10 the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

11 g. Appeal. The Hearing Examiner's decision is final and conclusive
12 unless, within ten calendar days of the date of the Hearing Examiner decision, an application or
13 petition for a writ of review is filed in King County Superior Court.

14 3. Failure to appear for hearing. Failure to appear for a requested hearing will
15 result in an order being entered finding that the person cited committed the violation stated in the
16 citation and assessing the penalty specified in the citation. For good cause shown and upon terms
17 the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a
18 failure to appear.

19 F. Citation penalties

20 1. The following penalties shall be assessed for violations of any provision of
21 this Chapter 22.212:

- 22 a. \$1,000 for the first violation; and
- 23 b. \$2,000 for each subsequent violation within a five-year period.

1 2. Violation warning. The Director may, in an exercise of discretion, issue a
2 warning to the person responsible for the violation if that person has not been previously warned
3 or cited for violating this Chapter 22.212.

4 3. Collection of penalties. If the person cited fails to pay a penalty imposed
5 pursuant to this Section 22.212.110, the penalty may be referred to a collection agency. The cost
6 to the City for the collection services will be assessed as costs, at the rate agreed to between the
7 City and the collection agency, and added to the penalty. Alternatively, the City may pursue
8 collection in any other manner allowed by law.

9 G. Each day a separate violation.

10 A separate violation exists for each day there is a violation of or failure to comply with
11 any requirement of this Chapter 22.212 or rule adopted under this Chapter 22.212.

12 **22.212.120 Notice of violation**

13 If the Director determines that a violation of this Chapter 22.212 has occurred, the Director may
14 serve a notice of the violation upon the person responsible for the violation. The Director may
15 serve the notice by personal service, registered mail, or certified mail, to the last known address
16 of the person responsible for the violation. The notice of violation shall identify the violation of
17 this Chapter 22.212 and what corrective action is necessary to comply with the requirements of
18 this Chapter 22.212.

19 **22.212.130 Violations and penalties**

20 A. In addition to any other sanction or remedial procedure that may be available, any
21 person violating any provision of this Chapter 22.212 may be subject to a cumulative civil
22 penalty in the amount of \$1,000 per day for each day from the date the violation began until the
23 requirements of this Chapter 22.212 are satisfied, as applicable.

1 B. If a violation of this Chapter 22.212 resulted in a household representative not
2 receiving economic displacement relocation assistance to which the household representative
3 was entitled, the penalty shall be increased by the amount of the economic displacement
4 relocation assistance that the household representative did not receive. The Director shall pay the
5 household representative the economic displacement relocation assistance that was due.

6 C. If a violation of this Chapter 22.212 is for receipt of economic displacement relocation
7 assistance by a person not entitled to such assistance because the person intentionally
8 misrepresented any material information regarding entitlement to assistance under subsection
9 22.212.100.C.1, the penalty shall be increased by the amount of economic displacement
10 relocation assistance the household representative received. The Director shall refund the amount
11 paid by the owner.

12 D. The penalty imposed by this Section 22.212.130 may be collected by civil action
13 brought in the name of the City. Actions to enforce this Chapter 22.212 shall be brought
14 exclusively in Seattle Municipal Court except as otherwise required by law or court rule. The
15 Director shall notify the City Attorney of the name of any person subject to the penalty and the
16 City Attorney may take action to collect the penalty. In any action filed according to this Chapter
17 22.212, the City has the burden of proving by a preponderance of evidence that a violation exists
18 or existed.

19 E. Any household representative or owner aggrieved by a violation of this Chapter
20 22.212 may institute a private action to enforce the obligations contained in this Chapter 22.212.
21 However, this subsection 22.212.130.E does not create any right of action against the City or any
22 City officer or employee for the failure to perform any duties imposed upon the City, its officers,
23 or its employees by this Chapter 22.212.

1 F. The provision of economic displacement relocation assistance under this Chapter
2 22.212 does not constitute compliance with the tenant relocation assistance requirements of
3 Chapter 22.210.

4 Section 3. The provisions of this ordinance are declared to be separate and severable. The
5 invalidity of any clause, sentence, paragraph, subdivision, section, subsection, or portion of this
6 ordinance, or the invalidity of its application to any person or circumstance, does not affect the
7 validity of the remainder of this ordinance or the validity of its application to other persons or
8 circumstances.

DRAFT

1 Section 4. Sections 1 and 2 of this ordinance shall take effect and be in force 180 days
2 after the effective date of this ordinance.

3 Section 5. This ordinance shall take effect and be in force 30 days after its approval by
4 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
5 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

6 Passed by the City Council the _____ day of _____, 2021,
7 and signed by me in open session in authentication of its passage this _____ day of
8 _____, 2021.

9 _____
10 President _____ of the City Council

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

12 _____
13 Jenny A. Durkan, Mayor

14 Filed by me this _____ day of _____, 2021.

15 _____
16 Monica Martinez Simmons, City Clerk

17 (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 relocation assistance for economically displaced tenants; requiring the payment of economic displacement relocation assistance to households that are vacating a housing unit in after receiving notice of a rent increase of ten percent or more; and adding a new Chapter 22.212 to the Seattle Municipal Code.

Summary and background of the Legislation: This legislation is intended to assist tenants who move to a new housing unit with the costs of relocation (ie. first and last month's rent, security deposits, etc.) when they leave their current housing unit because the rent will increase ten percent or more. A landlord would be required to pay three times the amount of monthly housing costs per household for each moving household.

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

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.

The primary departments impacted by this legislation will be the Seattle Department of Construction and Inspections (SDCI) and the Hearing Examiner.

For SDCI to administer the relocation assistance program, which includes answering calls from tenants and landlords about their new rights; receiving and making determinations about applications; receiving payments from landlords and making payments to household representatives, including refunds, on the timelines set out in the legislation, they will likely need more resources and staffing capacity. The preliminary estimate to set up a new functionality for Accela and associated IT infrastructure to handle applications and payments is \$1.3 million and will likely require between 6 and 9 months to stand up. In addition, to make determinations and complete applications, as well as ensure sufficient cashier capacity to get funds out the door on the timelines in the legislation, SDCI will need at least 1.5 FTE

for a code compliance analyst. Lastly, provision of notices and outreach materials in translated languages as required by the legislation will likely require \$20,000. These estimates are likely to be refined further.

Based on estimating caseload as similar to cases heard under the tenant relocation assistance ordinance, the Hearing Examiner should be able to absorb additional cases with its current capacity. However, if caseloads exceed 10-15 cases annually, they will need to reassess potential impacts on capacity and may require additional resources and staff.

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 tenants cannot save up the appropriate amount of funds to allow them to move to a different housing unit when their rent increases by ten percent or more, they may fall into homelessness. Increasing the numbers of people experiencing homelessness in Seattle may increase the amount of spending the City does for that purpose.

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 – SDCI will be administering this program and enforcing it. The Hearing Examiner will be handling appeals. Financial and staffing impacts are described above in the response to Question 3.

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 when they move in response to a rent increase of ten percent or more.

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.

NA

List attachments/exhibits below:



Legislation Text

File #: Inf 1835, **Version:** 1

Rent Control



Why Seattle Needs Rent Control

FREQUENTLY ASKED QUESTIONS

MAY 2021

The unaffordable cost of housing in Seattle has been a disaster for working-class families. Half of Seattle residents are now renters. Rapid rent increases continue to drive tens of thousands of working people from their homes, neighborhoods, the City, and even into homelessness. The housing unaffordability crisis falls especially hard on Seattle's Black community and other communities of color. As rents rise, thousands more become homeless every year. This must end.

*In 2019 Oregon, community members passed a statewide rent control law, and New York renters organized to expand rent control statewide, while also successfully closing major loopholes in existing rent control policies. **In Seattle, we need to build a fighting movement to win citywide rent control without corporate loopholes.***

Seattle's rental crisis is bad, and getting worse.

Even before COVID, Seattle's rental crisis was bad:

- [More than half of minimum wage workers say they have to work more than one job to make ends meet.](#)
- [Nearly 3 in 4 workers say they are in debt today - more than half think they will always be.](#)
- [Nearly 3 in 5 renters could not come up with \\$400 in an emergency.](#)

Locally, before COVID:

- [46 percent of Seattle renters were officially "rent burdened," paying more than 30 percent of their income in rent,](#) and more than one out of every five renters was "severely rent burdened," paying more than half of the income in monthly rent.
- [More than half of Seattle renters hit with eviction notices owed one month's rent or less.](#)
- [Nearly 9 out of every 10 tenants who are evicted wind up homeless.](#)
- [Evictions fall disproportionately on women and people of color.](#)

While rents dropped temporarily in 2020 due to the pandemic and the capitalist recession (which of course fell hardest on low- and moderate-income households), Seattle faces an

affordable housing and homelessness crisis as rising rents have forced thousands of Seattle renters out of their homes, neighborhoods, and the city.

Between 2010 and 2018 average rent in the Seattle area rose three and one-half times the rate of inflation! [Rents rose 69%](#) while inflation in the Seattle area rose only 20.3%.

Largely due to high rents, [Seattle is the 5th most expensive US city to live in.](#)

The soaring cost of housing is destroying the social fabric of communities through gentrification, driving working people away from their friends and family, faith communities, small businesses, and neighborhoods, as exemplified by the fact that [the number of Black residents in Seattle's Central District has plunged from 70 percent in the 1970s to under 20 percent today.](#)

As Seattle emerges from the COVID health crisis, big landlords are wasting no time in resuming hefty rent hikes.

As Seattle residents begin to recover from the pandemic and recession, they are experiencing landlords once again raising rates well above the rate of inflation. The industry analysis firm ApartmentList.Com found that [Seattle rents increased an astounding 3.5% just between March and April 2021, the fifth largest month-over-month increase among the nation's 100 largest cities](#), and that this upward trend is expected to continue, as “the days of plummeting rents in pricey coastal markets are officially behind us.”

The [data also show that between January and April 2021, rents across the board in Seattle for apartments of all sizes increased by 9 percent](#), an annualized rate of more than 40 percent, putting rents on track to more than rebound in a very few months from the temporary 2020 drop, and to continue soaring at pre-pandemic crisis levels.

Real estate investors and corporate landlords are making big profits in Seattle.

The real estate investment consulting firm Mashvisor notes for the landlords in 2021, [“Seattle real estate investors are continuing to enjoy a good return on investment on rental properties. . . .Although affordability continues to be an issue for local residents, it does have a positive aspect for Seattle real estate investors. Owning a rental property in Seattle does mean high demand which translates into good occupancy rates and cash flow.”](#)

Major area landlords made big profits - even through the worst months of the pandemic. Essex Property Management, a West Coast company with nearly 12,000 apartments in the Seattle area, and which is one of the most-evicting landlords in Seattle/King County, reported [staggering profits of \\$473 million](#) for the first nine months of 2020. Equity Apartments, which controls more than 9,400 apartments in the Seattle area and nearly 79,000 nationwide, reported [nearly \\$700 million in profits](#) during the same period.

Dominated by corporate landlords, the for-profit market is failing working people and our communities, simply because the goal of big landlords is to make profits by exploiting working-class renters, not provide quality, affordable housing to all.

The private, for-profit market has failed working people, and public investments have been woefully inadequate.

In January, the McKinsey & Company consulting group reported that the region needs 37,000 new homes and additional services, costing [“between \\$450 million and \\$1.1 billion each year for the next ten years” to properly address the homelessness crisis.](#)

The private housing market has failed, and will continue to fail, to meet these basic human needs:

- [Nearly 92 percent of the 31,000 new market-rate apartments that opened in Seattle between 2010 and 2017 were luxury units.](#)
- The profit-seeking private sector has wiped out affordable housing. [In the last decade King County has lost 112,000 affordable homes as landlords increased rents far beyond income growth, and developers demolished affordable homes to make way for more expensive ones.](#)

Publicly-funded affordable housing investments are providing only a tiny fraction of what people need:

- Every affordable housing opportunity that opens up has 10-20 people seeking to fill it. In 2017, nearly [2,100 households applied to a lottery for 108 affordable apartments](#) in a new South Seattle building. In January, [850 people applied to live in a new 74-unit affordable housing building opening at 23rd and Jackson.](#)
- Federal housing vouchers (Section 8) are almost impossible to obtain. The [Seattle Housing Authority reports that it will be “several years” before it can offer any more housing choice vouchers.](#)
- [Waitlists for apartments run by the Seattle Housing Authority start at 2 years and can stretch out as long as 8 or 9 years.](#)
- The Seattle Housing Levy represents a step forward, yet at [\\$41 million/year in housing investments – just over 300 new homes per year](#) - represents a tiny fraction of what is needed.

Housing is a human right, and Seattle urgently needs a bold public policy to massively expand social housing (publicly-owned or controlled housing), where rents are permanently affordable, stable, predictable, and fair.

We need a bold and comprehensive approach to match the scale of the problem, a policy program that puts people over profit. That is why our movement is calling for rent control in Seattle.

In addition, we need to increase the Amazon Tax that our movement won last year, to fund a massive expansion of social housing (publicly-owned, permanently-affordable homes) and to fully fund homeless services. We will fight for these urgently needed priorities as we continue our ongoing fight for a full renters' bill of rights.

Below are responses to some frequently asked questions regarding rent control, why we need to fight for it, and what other policies are needed to make housing in Seattle affordable for all.

Isn't it all simply about supply and demand? Won't rents come down just by building more units?

The trickle-down mythology says we need only rely on the so-called “free market,” in other words, the for-profit market. Let financial speculators and corporate developers determine new construction, let the supply of market-rate rental apartments increase, and at some point rents will come down and create housing affordability.

The reality? The massive pre-pandemic construction boom went hand in hand with skyrocketing rents, an unprecedented affordability crisis and homelessness, and a 10 percent vacancy rate.

Why fight for rent control, when we know the landlord lobby and big business oppose it? Isn't it more effective to bring the corporate real estate lobby, developers, and big banks to the table in a friendly discussion and urge them to bring rents down?

Tenant rights and protections are determined by the relative balance of political power between renters and the corporate landlords. Much the same way that wages (like the \$15/hour minimum wage) and working conditions are a reflection of how much power workers have, including whether or not they have a union, and whether or not they have the organization level and confidence to go on strike if necessary.

In the absence of substantial tenant protections like rent regulation, rents tend to not only increase in a high-demand market, but increase dramatically. This is the price gouging of renters that we are seeing in 2021.

When does this price gouging occur? When corporate developers and landlords can get away with it. This opportunity to jack up rents means that tenants residing in affordable units experience massive rent increases, which lead to economic evictions. After tenants are driven out, the previously affordable units are renovated, sometimes even minimally, and then rented for two or three times the original rents.

Sightline [explains this from the profiteer's standpoint](#): “The rule is simple: the rent pays for everything [interest to the banks and lenders, land, construction, operations expenses]. Investors and lenders won't put money [unless they get a sizable profit rate, like at least 5.8%]. It follows that the rent [is total] cost multiplied by 5.8 percent.”

Sightline goes on to point out that **if real estate investors were willing to accept a lower profit margin, like 2 percent, rents could be cut in half!** And they are forced to admit that affordability is not going to come from profit-driven investors: *“Are there people or institutions with billions of dollars to invest who are willing to accept dramatically lower returns? It seems unlikely.”*

As long as housing is a commodity for making eye-popping profits for the capitalists, the housing crisis will never be solved, and will be exacerbated.

Why rent control and what does it mean?

Price gouging is not inevitable. It happens in the absence of a movement that can win real protections for tenants in the form of regulation on rent increases, just like worker exploitation happens in the absence of a legally-mandated minimum wage, sick leave, or workplace protections. That’s where rent control comes in.

By rent control, we mean limiting rent increases according to inflation.

Unlike other components of an affordable housing plan, rent control, when broadly applied, can have an immediate impact on the housing market. Berlin, Germany introduced its own version of rent control in 2015, and within one month [the law was already bringing down costs](#).

But rent control was banned by the Washington State Legislature. We can’t win rent control anyway, so why even discuss it?

In response to grassroots organizing on rent control in the 1970s, the real estate lobby, helped by both the Democratic and Republican parties, succeeded in passing a statewide ban on rent control in 1981, which stopped cities like Seattle from carrying out rent control.

“No city or town of any class may enact, maintain, or enforce ordinances or other provisions which regulate the amount of rent to be charged” - RCW 32.21.830

The Democratic Party currently has a significant majority in both the State House and Senate, along with the Governor's mansion. Yet, in spite of the stunning housing crisis in Washington and growing national debate on rent control, they did not even discuss lifting the ban on rent control this legislative session. There is nothing blocking the state government from lifting that ban today, except their close ties to real estate interests.

We cannot wait forever for politicians in Olympia to act, while Seattle’s Democratic establishment conveniently keeps passing the buck by pointing to the state ban. Building a fighting movement to win rent control in Seattle - effective the moment the state ban is repealed - will put immense pressure on Olympia to finally repeal the ban. Winning an

ordinance in Seattle will also clarify what our movement means by “rent control.” But to win we will need to build a serious, fighting movement.

Real estate interests have always viciously opposed rent control. We know from the outset that this will be a big fight!

Won't developers stop building new housing if there is rent control?

No. The claim that rent control reduces the quality and quantity of available housing is a myth perpetuated by the real estate lobby.

New York City's "[two largest building booms took place](#) during times of strict rent controls: the 1920s and the post-war period between 1947 and 1965." More recently, [UC Berkeley researchers have found](#) that “the six cities that had rent control in the Bay Area actually produced more housing units per capita than cities without rent control.”

In addition to rent control, our movement also needs to fight for social housing, which would mean annual construction of new publicly-owned, affordable homes, and also public-sector, unionized, living-wage construction and maintenance jobs.

Hasn't rent control caused rents to skyrocket in San Francisco?

Contrary to corporate lies, rent control in San Francisco - or any other city that has had it - has been a veritable lifeline for the many tenants who would have been completely priced out of the city.

The problem facing rent-regulated cities in California is not rent control, but the [destructive statewide Costa-Hawkins Act of 1995](#), named after Democratic Senator Jim Costa and Republican Assemblymember Phil Hawkins, which introduced insidious corporate loopholes and strangled California cities from passing strong rent control laws.

One of the most insidious corporate loopholes introduced by Costa-Hawkins is known as “**vacancy decontrol**.” Vacancy decontrol allows landlords to raise rents by unlimited amounts every time a current resident of a rental home moves. This deeply undermines rent control and incentivizes evictions. When rent control is not broadly and consistently applied, corporate landlords exploit loopholes and rental prices overall cannot be kept affordable.

The example of Boston illustrates the vital protection rent controls provide. When Boston's rent control laws were eliminated in 1997, [apartment rates doubled](#) within months.

These examples all show why we need a Seattle rent control law that contains no loopholes, exemptions, or exceptions that allow landlords to weaken the intent of the legislation, which is to provide housing affordability to all.

Wouldn't rent control lower the quality of available housing?

No. Slumlords thrive under capitalism when tenants have limited protections. **The only way to eliminate slumlords and badly-maintained housing units is for renters to empower ourselves through getting organized into a movement, and fighting for bold affordable housing solutions: rent control, social housing funded by taxing big business, a full Tenants' Bill of Rights, and strong enforcement.**

In areas where the vacancy decontrol loophole prevails, landlords might allow housing to fall into disrepair to encourage tenants to move out. So, we need to build a movement strong enough to **win rent control without corporate loopholes**. Slumlords are not a product of rent control, but of low social and political power of renters and working people versus real estate conglomerates and the super-wealthy.

Isn't rent control an outdated concept?

No. Oregon passed a rent control law in 2019! In August 2015, new rent controls [went into effect in Berlin](#), Germany, and rent control was passed in Richmond, California.

In addition, a 2009 400-page [study of the Los Angeles Rent Stabilization Ordinance](#) from the California State University concluded that the law, which covers two-thirds of all rental properties, must be retained.

How can we win rent control?

Winning any of the renters' rights victories, not to mention citywide rent control without corporate loopholes, will require a powerful, fighting movement to defeat the vicious pushback from the corporate real estate lobby. Our movement will also have to overcome the reluctance of some NGO leaders who incorrectly put their faith in insider negotiations with City Hall Democrats. Our movement and our Council office has a tremendous track record of winning victories for working people, including the \$15/hour minimum wage, the Amazon Tax, and a number of renters' rights, such as the move-in fee cap and payment plan, banning rent increases in rental homes with housing code violations, a ban on winter evictions, and for every renter facing eviction to have the right to a lawyer. None of these victories would have been won without a fighting strategy of working people and renters getting organized and empowered alongside our office. We will need similar determined, mass actions to change the balance of power in favor of renters to win rent control.

Let us begin!



Legislation Text

File #: CB 119585, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to residential rental properties; requiring a minimum of 180 days' prior written notice to tenants whenever the housing costs to be charged a tenant are to increase; and amending Sections 7.24.030, 22.202.080, and 22.206.180 of the Seattle Municipal Code.

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 125558, is amended as follows:

7.24.030 Rental agreement requirements

A. Any rental agreement or renewal of a rental agreement for a residential rental unit in The City of Seattle entered into after ~~((October 28, 1998;))~~ the effective date of the ordinance introduced as Council Bill 119585 shall include or shall be deemed to include a provision requiring a minimum of ~~((60))~~ 180 days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant are to increase ~~((by ten percent or more))~~ over the periodic or monthly rental rate charged the same tenant for the same housing unit and same services for any period or month during the preceding 12-month period.

* * *

Section 2. Section 22.202.080 of the Seattle Municipal Code, last amended by Ordinance 125343, is amended as follows:

22.202.080 Documentation of notices

All written notices required by Chapters 22.200 through 22.208 to be provided to or served on tenants by property owners, or on property owners by tenants, shall be documented in such a manner as to confirm the

date on which the notice was received. The use of email is allowed for written notices required under subsections 22.206.180.~~((J))~~I.1, 22.206.180.~~((J))~~I.2, and 22.206.180.~~((J))~~I.3.

Section 3. Section 22.206.180 of the Seattle Municipal Code, last amended by Ordinance 125054, is amended as follows:

22.206.180 Prohibited acts by owners

Except as otherwise specifically required or allowed by this Title 22 or by the Washington State Residential Landlord-Tenant Act, chapter 59.18 RCW, it is unlawful for any owner to:

* * *

H. Increase the periodic or monthly housing costs to be charged a tenant (~~((by 10 percent or more))~~) over the periodic or monthly housing costs charged the same tenant for the same housing unit and the same services for any period or month during the preceding 12-month period without giving the tenant at least ~~((60))~~ 180 days prior written notice of the cost increase. The notice shall describe how the tenant may obtain information about the rights and obligations of tenants and landlords under this Chapter 22.206; or

I. ~~((Increase the periodic or monthly housing costs to be charged a tenant by less than 10 percent over the periodic or monthly housing costs charged the same tenant for the same housing unit and the same services for any period or month during the preceding 12-month period without giving the tenant at least 30 days prior written notice of the cost increase. The notice shall describe how the tenant may obtain information about the rights and obligations of tenants and landlords under this Chapter 22.206; or~~

~~J))~~ Increase the periodic or monthly housing costs to be charged a tenant by any amount if the Director has determined the housing unit does not comply with the checklist prescribed by subsection 22.214.050.L and the weighted requirements of 22.214.050.M.

1. When a tenant is notified of a proposed increase in periodic or monthly housing costs, if the tenant believes the housing unit has defective conditions and does not comply with the checklist prescribed by subsection 22.214.050.L and the weighted requirements of 22.214.050.M, the tenant may notify the owner of

the potential application of this Section 22.206.180.((F))I.

2. Notification from a tenant to an owner must be in writing, describe the defective conditions, and be sent to the landlord prior to the effective date listed in the notice of housing costs increase the tenant received from the landlord.

3. After written notice to the owner has been provided, and before the housing costs increase takes effect, the tenant or owner may request an inspection from the Director.

4. Upon inspection, if the Director determines the unit meets the requirements of subsections 22.214.050.L and 22.214.050.M or that the conditions violating subsections 22.214.050.L and 22.214.050.M were caused by the tenant, the housing costs increase shall take effect on the date specified in the notice of the housing costs increase.

5. If the Director determines that the unit does not comply with the checklist prescribed by subsection 22.214.050.L and the weighted requirements of subsection 22.214.050.M, the housing costs increase shall not take effect until the Director determines that the housing unit complies with the checklist and the weighted requirements of subsection 22.214.050.M. This determination must occur before the tenant may lawfully refuse payment of the housing cost increase.

6. If a tenant pays the increased housing costs prior or subsequent to a determination by the Director that the housing unit does not comply with the checklist and the weighted requirements of subsection 22.214.050.M, the owner shall refund to the tenant the amount by which the housing costs paid exceeded the amount of housing costs otherwise due, or provide a credit in that amount against the tenant's housing costs for the next rental period. The refund or credit shall be prorated to reflect the period that the housing unit was determined to be in compliance with the checklist and the weighted requirements of subsection 22.214.050.M. If the owner elects to provide a refund rather than provide a credit, the refund shall be paid to the tenant before the beginning of the next rental period. When calculating a pro-rata amount to be credited or refunded, a 30-day month shall be used.

7. If a tenant denies access to the tenant's housing unit to conduct an inspection, the increase in housing costs shall take effect on the date access to the dwelling unit was denied by the tenant, or on the effective date of the housing costs increase identified in the notice of the housing costs increase, whichever is later.

8. The Director shall describe, by rule, SDCI's role when a tenant notifies SDCI that a landlord has given the tenant notice pursuant to RCW 59.12.030 (3) (~~((3 day pay rent or vacate notice))~~) and when the housing cost increase has been lawfully prohibited pursuant to subsection 22.206.180.~~((J))~~I.5.

Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2019, and signed by me in open session in authentication of its passage this _____ day of _____, 2019.

President _____ of the City Council

Approved by me this _____ day of _____, 2019.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2019.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
LEG	Ted Virdone / x48016	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 residential rental properties; requiring a minimum of 180 days' prior written notice to tenants whenever the housing costs to be charged a tenant are to increase; and amending Sections 7.24.030, 22.202.080, and 22.206.180 of the Seattle Municipal Code.

Summary and background of the Legislation:

This legislation increases the minimum prior written notice that landlords in Seattle must give tenants before increasing their rent from 60 days to 180 days. Currently, State and City law require 60 day notice, but in Seattle, where affordable housing has become more and more difficult to find, renters need more than 60 days' notice to relocate when displaced by rent increases. The legislation addresses that need by increasing notice requirements to 180 days.

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.

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. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

If yes, please describe the measures taken to comply with RCW 64.06.080.

No

d. 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

e. 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

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

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.

Vulnerable and historically disadvantaged communities are at the most risk of displacement from rent increases. By requiring more notice for those rent increases, people facing that displacement have more time to attempt find housing in their community.

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:

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to residential rental properties; requiring a minimum of 180 days' prior written notice to tenants whenever the housing costs to be charged a tenant are to increase; and amending Sections 7.24.030, 22.202.080, and 22.206.180 of the Seattle Municipal Code.

..body

WHEREAS, Article 25 of the United Nations' Universal Declaration of Human Rights

recognizes housing as a human right; and

WHEREAS, notwithstanding a temporary drop in rents in 2020 due to the pandemic and

recession, which fell hardest on low- and moderate-income households, Seattle faces an

affordable housing and homelessness crisis as rising rents have forced thousands of

Seattle renters out of their homes, neighborhoods, and the City; and

WHEREAS, between 2010 and 2018 average rent in the Seattle area rose 69 percent while

inflation for Urban Wage Earners (CPI-W) in the Seattle area rose only 20.3 percent; and

WHEREAS, in large part due to high rents, Seattle is the fifth most expensive U.S. city to live in;

and

WHEREAS, in 2021, as Seattle residents begin recover from the pandemic and recession, they

are experiencing landlords once again raising rates well above the rate of inflation; and

WHEREAS, rental housing industry analysis firm ApartmentList.com calculated that Seattle

rents increased an astounding 3.5 percent just between March and April 2021, the fifth

largest month-over-month increase among the nation's 100 largest cities, which is an

annualized rate of 42 percent rent increases with a trend expected to continue, as "the

days of plummeting rents in pricey coastal markets are officially behind us"; and

1 WHEREAS, ApartmentList.Com data also show that between January and April 2021, rents
2 across the board in Seattle for apartments of all sizes increased by nine percent, putting
3 rents on track to more than rebound in 2021 from the temporary 2020 drop; and

4 WHEREAS, the “Seattle Housing Market Forecast for 2021” of real estate investment consulting
5 firm Mashvisor, notes that “Seattle real estate investors are continuing to enjoy a good
6 return on investment on rental properties. . . .Although affordability continues to be an
7 issue for local residents, it does have a positive aspect for Seattle real estate investors.
8 Owning a rental property in Seattle does mean high demand which translates into good
9 occupancy rates and cash flow”; and

10 WHEREAS, Washington State and The City of Seattle currently require that landlords provide
11 tenants with only 60 days’ written notice before imposing any rent increase, an
12 insufficient amount of time for Seattle renters to adjust to the increase or seek out a new,
13 affordable living situation; and

14 WHEREAS, because current State and City protections have not been sufficient to stave off
15 large rent increases, many Seattle renters have had to leave the City, sometimes with little
16 time to prepare; and

17 WHEREAS, the more the rent increases, the longer time a tenant may need to accumulate the
18 savings needed to pay the increased rent or pay for first and last months’ rent in a new
19 unit; and

20 WHEREAS, with sufficient notice, tenants may be able to manage their finances to pay a rent
21 increase or save enough to move, but short notice periods of only a month or two make
22 that management or savings less likely and increase the chances that the tenant will have
23 to move; and

1 WHEREAS, giving tenants a longer period of notice may decrease the likelihood of moving, and
2 consequently decrease the risk of housing instability or homelessness; and

3 WHEREAS, in September 2020 the City of Auburn adopted a law that requires landlords to
4 provide at least 120 days’ notice for any rent increase of over five percent; and

5 WHEREAS, Portland, Oregon requires landlords to provide at least 90 days’ notice for any rent
6 increase over five percent, Vancouver, British Columbia provides 90 days’ notice, and
7 Tacoma, Washington provides 60 days’ notice; and

8 WHEREAS, in April 2019, the Seattle Renters’ Commission sent a letter to the Council
9 recommending amendments to Seattle’s laws to provide renters with 180 days’ notice of
10 a rent increase rather than 60 days; and

11 WHEREAS, the Seattle Renters’ Commission made clear that “[w]hile Portland, Vancouver, and
12 Tacoma all offer better protections than Seattle, we see Montréal as the example to
13 follow, as even 60 or 90 days is still not enough time for most Seattle tenants to rearrange
14 their lives”; and

15 WHEREAS, Montreal requires up to 180 days’ notice of a rent increase, depending on the type
16 of lease; and

17 WHEREAS, economic displacement has fallen hardest on Black communities and other
18 communities of color, as evidenced by the fact that Seattle’s historically Black Central
19 District, which used to be more than 70 percent African American, is today less than 20
20 percent Black, and that Seattle has been found to be the third most gentrifying city in the
21 country, and

1 WHEREAS, this gentrification and displacement due to rising rents has an overall deleterious
2 effect on the social fabric of our community, and further magnifies and reinforces historic
3 racial inequities; NOW, THEREFORE,

4 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

5 Section 1. Section 7.24.030 of the Seattle Municipal Code, last amended by Ordinance
6 ~~125558~~125951, is amended as follows:

7 **7.24.030 Rental agreement requirements**

8 A. Any rental agreement or renewal of a rental agreement for a residential rental unit in
9 The City of Seattle entered into after ~~((October 28, 1998,))~~ the effective date of ~~the~~this ordinance
10 introduced as Council Bill 119585 shall include or shall be deemed to include a provision
11 requiring ~~((a minimum of))~~ at least ~~((60))~~ 180 days' prior written notice whenever the periodic or
12 monthly housing costs to be charged a tenant are to increase, except that for a subsidized tenancy
13 where the amount of rent is based on the income of the tenant or circumstances specific to the
14 subsidized household, the rental agreement shall instead provide ((a minimum of)) at least 30
15 days' prior written notice of an increase in the amount of rent to each affected tenant. ((by ten
16 percent or more)) over the periodic or monthly rental rate charged the same tenant for the same
17 housing unit and same services for any period or month during the preceding 12-month period.

18 * * *

19 ~~Section 2. Section 22.202.080 of the Seattle Municipal Code, last amended by Ordinance~~
20 ~~125343, is amended as follows:~~

21 ~~**22.202.080 Documentation of notices**~~

22 ~~All written notices required by Chapters 22.200 through 22.208 to be provided to or served on~~
23 ~~tenants by property owners, or on property owners by tenants, shall be documented in such a~~

~~manner as to confirm the date on which the notice was received. The use of email is allowed for written notices required under subsections 22.206.180.((J))I.1, 22.206.180.((J))I.2, and 22.206.180.((J))I.3.~~

Section ~~23~~. Section 22.206.180 of the Seattle Municipal Code, last amended by Ordinance ~~125952~~~~125054~~, is amended as follows:

22.206.180 Prohibited acts by owners

Except as otherwise specifically required or allowed by this Title 22 or by the Washington State Residential Landlord-Tenant Act, chapter 59.18 RCW, it is unlawful for any owner to:

* * *

H. Increase the periodic or monthly housing costs to be charged a tenant ~~((by 10 percent or more)) over the periodic or monthly housing costs charged the same tenant for the same housing unit and the same services for any period or month during the preceding 12-month period~~ without giving the tenant at least ~~((60))~~ 180 days prior written notice of the cost increase, except that for a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, the owner shall instead provide at least 30 days' prior written notice of an increase in the amount of rent to each affected tenant.

The notice shall describe how the tenant may obtain information about the rights and obligations of tenants and landlords under this Chapter 22.206; or

* * *

I. ~~((Increase the periodic or monthly housing costs to be charged a tenant by less than 10 percent over the periodic or monthly housing costs charged the same tenant for the same housing unit and the same services for any period or month during the preceding 12-month period without giving the tenant at least 30 days prior written notice of the cost increase. The notice~~

1 ~~shall describe how the tenant may obtain information about the rights and obligations of tenants~~
2 ~~and landlords under this Chapter 22.206; or~~

3 ~~J.)) Increase the periodic or monthly housing costs to be charged a tenant by any amount~~
4 ~~if the Director has determined the housing unit does not comply with the checklist prescribed by~~
5 ~~subsection 22.214.050.L and the weighted requirements of 22.214.050.M.~~

6 ~~1. When a tenant is notified of a proposed increase in periodic or monthly housing~~
7 ~~costs, if the tenant believes the housing unit has defective conditions and does not comply with~~
8 ~~the checklist prescribed by subsection 22.214.050.L and the weighted requirements of~~
9 ~~22.214.050.M, the tenant may notify the owner of the potential application of this Section~~
10 ~~22.206.180.((J))I.~~

11 ~~2. Notification from a tenant to an owner must be in writing, describe the~~
12 ~~defective conditions, and be sent to the landlord prior to the effective date listed in the notice of~~
13 ~~housing costs increase the tenant received from the landlord.~~

14 ~~3. After written notice to the owner has been provided, and before the housing~~
15 ~~costs increase takes effect, the tenant or owner may request an inspection from the Director.~~

16 ~~4. Upon inspection, if the Director determines the unit meets the requirements of~~
17 ~~subsections 22.214.050.L and 22.214.050.M or that the conditions violating subsections~~
18 ~~22.214.050.L and 22.214.050.M were caused by the tenant, the housing costs increase shall take~~
19 ~~effect on the date specified in the notice of the housing costs increase.~~

20 ~~5. If the Director determines that the unit does not comply with the checklist~~
21 ~~prescribed by subsection 22.214.050.L and the weighted requirements of subsection~~
22 ~~22.214.050.M, the housing costs increase shall not take effect until the Director determines that~~
23 ~~the housing unit complies with the checklist and the weighted requirements of subsection~~

1 ~~22.214.050.M. This determination must occur before the tenant may lawfully refuse payment of~~
2 ~~the housing cost increase.~~

3 ~~6. If a tenant pays the increased housing costs prior or subsequent to a~~
4 ~~determination by the Director that the housing unit does not comply with the checklist and the~~
5 ~~weighted requirements of subsection 22.214.050.M, the owner shall refund to the tenant the~~
6 ~~amount by which the housing costs paid exceeded the amount of housing costs otherwise due, or~~
7 ~~provide a credit in that amount against the tenant's housing costs for the next rental period. The~~
8 ~~refund or credit shall be prorated to reflect the period that the housing unit was determined to be~~
9 ~~in compliance with the checklist and the weighted requirements of subsection 22.214.050.M. If~~
10 ~~the owner elects to provide a refund rather than provide a credit, the refund shall be paid to the~~
11 ~~tenant before the beginning of the next rental period. When calculating a pro-rata amount to be~~
12 ~~credited or refunded, a 30-day month shall be used.~~

13 ~~7. If a tenant denies access to the tenant's housing unit to conduct an inspection,~~
14 ~~the increase in housing costs shall take effect on the date access to the dwelling unit was denied~~
15 ~~by the tenant, or on the effective date of the housing costs increase identified in the notice of the~~
16 ~~housing costs increase, whichever is later.~~

17 ~~8. The Director shall describe, by rule, SDCI's role when a tenant notifies SDCI~~
18 ~~that a landlord has given the tenant notice pursuant to RCW 59.12.030 (3) ((3-day pay rent or~~
19 ~~vacate notice))) and when the housing cost increase has been lawfully prohibited pursuant to~~
20 ~~subsection 22.206.180.((J))I.5.~~

1 Section 34. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the _____ day of _____,
5 ~~2019~~2021, and signed by me in open session in authentication of its passage this ____ day of
6 _____, ~~2019~~2021.

7 _____
8 President _____ of the City Council

9 Approved/ ~~returned unsigned /vetoed~~ by me this _____ day of
10 _____, ~~2019~~2021.

11 _____
12 Jenny A. Durkan, Mayor

13 Filed by me this _____ day of _____, ~~2019~~2021.

14 _____
15 Monica Martinez Simmons, City Clerk

16 (Seal)

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to residential rental properties; requiring a minimum of 180 days' prior written notice to tenants whenever the housing costs to be charged a tenant are to increase; and amending Sections 7.24.030, 22.202.080, and 22.206.180 of the Seattle Municipal Code.

..body

WHEREAS, Article 25 of the United Nations' Universal Declaration of Human Rights

recognizes housing as a human right; and

WHEREAS, notwithstanding a temporary drop in rents in 2020 due to the pandemic and

recession, which fell hardest on low- and moderate-income households, Seattle faces an

affordable housing and homelessness crisis as rising rents have forced thousands of

Seattle renters out of their homes, neighborhoods, and the City; and

WHEREAS, between 2010 and 2018 average rent in the Seattle area rose 69 percent while

inflation for Urban Wage Earners (CPI-W) in the Seattle area rose only 20.3 percent; and

WHEREAS, in large part due to high rents, Seattle is the fifth most expensive U.S. city to live in;

and

WHEREAS, in 2021, as Seattle residents begin recover from the pandemic and recession, they

are experiencing landlords once again raising rates well above the rate of inflation; and

WHEREAS, rental housing industry analysis firm ApartmentList.com calculated that Seattle

rents increased an astounding 3.5 percent just between March and April 2021, the fifth

largest month-over-month increase among the nation's 100 largest cities, which is an

annualized rate of 42 percent rent increases with a trend expected to continue, as "the

days of plummeting rents in pricey coastal markets are officially behind us"; and

1 WHEREAS, ApartmentList.Com data also show that between January and April 2021, rents
2 across the board in Seattle for apartments of all sizes increased by nine percent, putting
3 rents on track to more than rebound in 2021 from the temporary 2020 drop; and

4 WHEREAS, the “Seattle Housing Market Forecast for 2021” of real estate investment consulting
5 firm Mashvisor, notes that “Seattle real estate investors are continuing to enjoy a good
6 return on investment on rental properties. . . .Although affordability continues to be an
7 issue for local residents, it does have a positive aspect for Seattle real estate investors.
8 Owning a rental property in Seattle does mean high demand which translates into good
9 occupancy rates and cash flow”; and

10 WHEREAS, Washington State and The City of Seattle currently require that landlords provide
11 tenants with only 60 days’ written notice before imposing any rent increase, an
12 insufficient amount of time for Seattle renters to adjust to the increase or seek out a new,
13 affordable living situation; and

14 WHEREAS, because current State and City protections have not been sufficient to stave off
15 large rent increases, many Seattle renters have had to leave the City, sometimes with little
16 time to prepare; and

17 WHEREAS, the more the rent increases, the longer time a tenant may need to accumulate the
18 savings needed to pay the increased rent or pay for first and last months’ rent in a new
19 unit; and

20 WHEREAS, with sufficient notice, tenants may be able to manage their finances to pay a rent
21 increase or save enough to move, but short notice periods of only a month or two make
22 that management or savings less likely and increase the chances that the tenant will have
23 to move; and

1 WHEREAS, giving tenants a longer period of notice may decrease the likelihood of moving, and
2 consequently decrease the risk of housing instability or homelessness; and

3 WHEREAS, in September 2020 the City of Auburn adopted a law that requires landlords to
4 provide at least 120 days’ notice for any rent increase of over five percent; and

5 WHEREAS, Portland, Oregon requires landlords to provide at least 90 days’ notice for any rent
6 increase over five percent, Vancouver, British Columbia provides 90 days’ notice, and
7 Tacoma, Washington provides 60 days’ notice; and

8 WHEREAS, in April 2019, the Seattle Renters’ Commission sent a letter to the Council
9 recommending amendments to Seattle’s laws to provide renters with 180 days’ notice of
10 a rent increase rather than 60 days; and

11 WHEREAS, the Seattle Renters’ Commission made clear that “[w]hile Portland, Vancouver, and
12 Tacoma all offer better protections than Seattle, we see Montréal as the example to
13 follow, as even 60 or 90 days is still not enough time for most Seattle tenants to rearrange
14 their lives”; and

15 WHEREAS, Montreal requires up to 180 days’ notice of a rent increase, depending on the type
16 of lease; and

17 WHEREAS, economic displacement has fallen hardest on Black communities and other
18 communities of color, as evidenced by the fact that Seattle’s historically Black Central
19 District, which used to be more than 70 percent African American, is today less than 20
20 percent Black, and that Seattle has been found to be the third most gentrifying city in the
21 country, and

1 WHEREAS, this gentrification and displacement due to rising rents has an overall deleterious
2 effect on the social fabric of our community, and further magnifies and reinforces historic
3 racial inequities; NOW, THEREFORE,

4 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

5 Section 1. Section 7.24.030 of the Seattle Municipal Code, last amended by Ordinance
6 125951, is amended as follows:

7 **7.24.030 Rental agreement requirements**

8 A. Any rental agreement or renewal of a rental agreement for a residential rental unit in
9 The City of Seattle entered into after ~~((October 28, 1998,))~~ the effective date of this ordinance
10 shall include or shall be deemed to include a provision requiring ~~((a minimum of))~~ at least ~~((60))~~
11 180 days' prior written notice whenever the periodic or monthly housing costs to be charged a
12 tenant are to increase, except that for a subsidized tenancy where the amount of rent is based on
13 the income of the tenant or circumstances specific to the subsidized household, the rental
14 agreement shall instead provide ~~((a minimum of))~~ at least 30 days' prior written notice of an
15 increase in the amount of rent to each affected tenant.

16 * * *

17 Section 2. Section 22.206.180 of the Seattle Municipal Code, last amended by Ordinance
18 125952, is amended as follows:

19 **22.206.180 Prohibited acts by owners**

20 Except as otherwise specifically required or allowed by this Title 22 or by the Washington State
21 Residential Landlord-Tenant Act, chapter 59.18 RCW, it is unlawful for any owner to:

22 * * *

1 H. Increase the periodic or monthly housing costs to be charged a tenant without giving
2 the tenant at least ((60)) 180 days prior written notice of the cost increase, except that for a
3 subsidized tenancy where the amount of rent is based on the income of the tenant or
4 circumstances specific to the subsidized household, the owner shall instead provide at least 30
5 days' prior written notice of an increase in the amount of rent to each affected tenant. The notice
6 shall describe how the tenant may obtain information about the rights and obligations of tenants
7 and landlords under this Chapter 22.206; or

8 * * *

9 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
10 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
11 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

12 Passed by the City Council the _____ day of _____, 2021,
13 and signed by me in open session in authentication of its passage this ____ day of
14 _____, 2021.

15 _____

16 President _____ of the City Council

17 Approved/ returned unsigned /vetoed by me this _____ day of
18 _____, 2021.

19 _____

20 Jenny A. Durkan, Mayor

1 Filed by me this _____ day of _____, 2021.

2 _____

3 Monica Martinez Simmons, City Clerk

4 (Seal)



Legislation Text

File #: Appt 01966, **Version:** 1

Appointment of Emily J. Myers as member, Green New Deal Oversight Board, for a term to April 30, 2022.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Emily J. Myers</i>		
Board/Commission Name: <i>Green New Deal Oversight Board</i>		Position Title: <i>Labor Union Representative</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Green New Deal Oversight Board</i>		Term of Position: * 5/1/2020 to 4/30/2022 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Neighborhood</i>	Zip Code: 98102	Contact Phone No.: [REDACTED]
Background: Emily Myers is currently the Staff Organizer and serves as an elected Executive Board Member for UAW 4121, where she develops and implements organizing strategies and membership engagement for 6,000 Academic Student Employees and Postdocs at the University of Washington to build collective power, advocate for fair working conditions, equitable higher education, and social justice. She co-facilitates their local's Political Workgroup, Climate Justice Workgroup, and Communications Workgroup, which organizes around and advocates for climate justice at the intersection of labor and climate. She works to develop union members to be leaders on climate and worker issues.		
Authorizing Signature (original signature):  Date Signed (appointed): 7/8/21		Appointing Signatory: <i>Kshama Sawant</i> <i>Seattle City Councilmember</i>

Emily J Myers, PhD

PROFESSIONAL EXPERIENCE

- Staff Organizer, UAW 4121, Seattle WA** 01/2020-Current
Develop and implement organizing strategies and membership engagement for 6,000 Academic Student Employees and Postdocs at the University of Washington to build collective power, advocate for fair working conditions, equitable higher education, and social justice. I co-facilitate our local's Political Workgroup, Climate Justice Workgroup, and Communications Workgroup.
- Research Project Manager, UW Department of Pharmacology, Seattle WA** 09/2013 – 12/2019
Develops, plans, and executes academic research on Parkinson's disease. Maintained and operated mass spectrometers, trained 5 graduate and undergraduate students, coordinated and led 4 collaborative projects with multiple labs and consulted for researchers across departments. I have presented my data at a conferences and contributed to two manuscripts.
- Course Director, UW Department of Pharmacology, Seattle WA** 08/2016 - 06/2017
Developed new curriculum and led graduate course on career skills, communication, and literature review in collaboration with faculty.
- Project Coordinator and Researcher, USC, Los Angeles CA** 10/2011 - 09/2013
Managed and coordinated DNA biorepository for multi-center Women's Interagency HIV Study, led collaborations with researchers, disseminated and analyzed genomic data, contributed to grants and manuscripts

EDUCATION

- University of Washington, Seattle, WA** 2019
Ph.D., Pharmacology
- University of California Irvine, Irvine, CA** 2011
Bachelor of Science: Biochemistry and Molecular Biology, Dean's Honors List 2010-2011

LEADERSHIP EXPERIENCE

- Trustee and Executive Board Member, UAW 4121** 2018 - Present
- Delegate, MLK Labor Council** 2018 - Present
- Treasurer and Co-Founder, Washington Science Policy Network** 2018 - Present
- Policy Director and Board Member, Seattle 500 Women Scientists** 2016 - Present
- Seattle City Council Candidate** 01/2019-08/2019

ADDITIONAL EXPERIENCE & AWARDS

- Speaker- AAAS Symposium, Scientists in Elected Office** 2020
- Speaker- NASEM Summit on Sexual Harassment, Collective Action Against Harassment** 2019
- Path To Power 2019, WA State Labor Council** 2019
- Bipartisan Civic Engagement Initiative – Funded by Research America to host Candidate Forum** 2018
- Travel Award – Funded to attend National Science Policy Symposium** 2018
- ASBMB Sponsored Student – Capitol Hill Day for Science Advocacy** 2018
- Graduate Class of 2018 – Emerge Washington** 2018

Green New Deal Oversight Board

19 Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- **8** City Council-appointed
- **8** Mayor-appointed
- **3** Other Appointing Authority-appointed (specify): Green New Deal Oversight Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	F	2	1.	Member*	Maria Batayola	5/1/20	4/30/23	1	Mayor
4	M	2	2.	Member*	Matt Remle	5/1/20	4/30/23	1	City Council
3	M	1	3.	Member*	Tomás Alberto Madrigal	5/1/20	4/30/23	1	Mayor
4	F		4.	Member* (Tribe Representative)	Rachel Heaton	5/1/20	4/30/23	1	City Council
			5.	Member* (Tribe Representative)		5/1/20	4/30/23		Mayor
1	F	2	6.	Member* (Age 16-25)	Kristina Chu	5/1/20	4/30/23	1	City Council
2	M	3	7.	Member* (Age 16-25)	Tyler Valentine	5/1/20	4/30/23	1	Mayor
			8.	Member*		5/1/20	4/30/23		Board
2	M	2	9.	Environmental Justice Representative	Dennis Comer	5/1/20	4/30/23	1	Mayor
1	F	4	10.	Environmental Justice Representative	Debolina Banerjee	5/1/20	4/30/22	1	City Council
			11.	Environmental Justice Representative		5/1/20	4/30/22		Board
6	F		12.	Labor Union Representative	Katie Garrow	5/1/20	4/30/22	1	Mayor
6	F		13.	Labor Union Representative	Emily J. Myers	5/1/20	4/30/22	1	City Council
2	F		14.	Labor Union Representative	Andrea Ornelas	5/1/20	4/30/22	1	City Council
6	M		15.	Labor Union Representative	Keith Weir	5/1/20	4/30/22	1	Mayor
6	F	6	16.	Member**	Jess Wallach	5/1/20	4/30/22	1	City Council
			17.	Member**		5/1/20	4/30/22		Board
1	F	3	18.	Member**	Deepa Sivarajan	5/1/20	4/30/22	1	City Council
6	M	5	19.	Workforce Training Representative	Steve Gelb	5/1/20	4/30/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART (1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	2			1	2	1	0		3			
Council	1	7			3	1	0	2		2			
Other													
Total	6	9			4	3	1	2		5			



Legislation Text

File #: Appt 01967, **Version:** 1

Appointment of Andrea Ornelas as member, Green New Deal Oversight Board, for a term to April 30, 2022.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Andrea Ornelas</i>		
Board/Commission Name: <i>Green New Deal Oversight Board</i>		Position Title: <i>Labor Union Representative</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Green New Deal Oversight Board</i>		Term of Position: * 5/1/2020 to 4/30/2022 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood:	Zip Code: 98003	Contact Phone No.: [REDACTED]
Background: Andrea Ornelas is currently the Assistant Political Director for Member Outreach and serves on the Executive Board for Laborers Local 242 where she works with membership to organize events in the community around our elected leaders. Andrea has helped uplift community voices and leadership working with MLK Labor Council through a series of educational workshops, focused on Economic Recovery & Unions and Anti-Racism/Policing Forums. She also volunteers through the ANEW Pre-Apprenticeship program as a diversity speaker on economic empowerment, mentoring teens and adults seeking information about union trades.		
Authorizing Signature (original signature):  Date Signed (appointed): 7/8/21		Appointing Signatory: <i>Kshama Sawant</i> <i>Seattle City Councilmember</i>

ANDREA ORNELAS

PROFESSIONAL SUMMARY

Enthusiastic employee eager to contribute to team success through hard work, attention to detail and excellent organizational skills. Motivated to learn, grow and excel in leadership roles promoting diversity in the work place, community and beyond.

WORK HISTORY

ASSISTANT POLITICAL DIRECTOR Membership Outreach, 02/2021 to Current

LABORERS LOCAL 242 - DESMOINES, WA

Work with membership to organize events in the community around our elected leaders.

Executive Board Member, 08/2020 to Current

LABORERS LOCAL 242 - DesMoines, WA

- Developed and implemented new strategies and policies in collaboration with executive partners to establish and achieve long-term business objectives, providing company with strong and sustainable organizational leadership.

Ambassador , 01/2020 to Current

ANEW - Tukwila, WA

- Mentored students and adults about harassment, how to prevent it and how to overcome certain situations.
- Supported interaction between 20+ apprentices during group work activities using guided conversation.

FOR-WOMAN LABORER, 07/2016 to 02/2021

Walsh Construction Co. - TACOMA, WA

- Led Erosion control crew, including planning work and distributing daily assignments.
- Managed communication between team members, preventing costly and dangerous errors.
- Observed workers and quickly identified problems, implementing corrective actions to eliminate work errors.
- Trained new laborers in crew procedures and specific work such as

CONTACT

Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

SKILLS

- Compassion
 - Verbal and written communication
 - Adaptability
 - Planning and Coordination
 - Leadership
 - Excellent work ethic
 - Public speaking
 - Cultural awareness
-

maintaining best management practices and testing quality of water in catch basins.

- Maintained ideal safety standards and consistently low accident record.
 - Handled all issues with relative ease by implementing best practices and applying critical thinking skills to find best solutions.
 - Attended 24 on-site meetings with subcontractors and clients per month.
-

EDUCATION

High School Diploma, 06/2007

Federal Way High School - Federal Way, WA

VOLUNTEER EXPERIENCE

ANEW PRE-APPRENTICESHIP. 2017-PRESENT.

DIVERSITY SPEAKER. ECONOMIC EMPOWERMENT

- Mentor teens and adults seeking information about union trades
- Set up, decorate and clean for fundraising or events

WORKFORCE DEVELOPMENT in Partnership with Public Agencies.

2018-2021

- Outreach and recruitment.
- Personal and career mentorship of union trades apprentice candidates and apprentices.

*Public Agencies consists of City of Seattle, City of Tukwila, Sound Transit, King County and WSDOT.

PRIORITY HIRE ADVISORY COMMITTEE

- Engage with organizations in the community
- Develop strategies for enrolling youth into training programs

MLK LABOR COUNCIL

- Facilitate break out room forums
- Brainstorm ideas to create discussion for community and leaders in a safe space

CO-CHAIR KING COUNTY DEMOCRATS LABOR OUTREACH COMMITTEE

- Recruit persons to join KCD and become elected Precinct Committee Organizers for their LD.
 - Organize events to help pass legislation beneficial to our members
 - Help draft questionnaires for candidate interviews
-

Green New Deal Oversight Board

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1	F	3	18.	Member**	Deepa Sivarajan	5/1/20	4/30/22	1	City Council
6	M	5	19.	Workforce Training Representative	Steve Gelb	5/1/20	4/30/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	2			1	2	1	0		3			
Council	1	7			3	1	0	2		2			
Other													
Total	6	9			4	3	1	2		5			



Legislation Text

File #: Appt 01968, **Version:** 1

Appointment of Deepa Sivarajan as member, Green New Deal Oversight Board, for a term to April 30, 2022.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Deepa Sivarajan</i>		
Board/Commission Name: <i>Green New Deal Oversight Board</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Green New Deal Oversight Board</i>	Term of Position: * <i>5/1/2020</i> to <i>4/30/2022</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Capitol Hill</i>	Zip Code: <i>98108</i>	Contact Phone No.: [REDACTED]
Background: Deepa Sivarajan is currently the Washington Policy Manager for Climate Solutions where she develops policies for local governments and institutions to reduce greenhouse gas emissions from buildings, with a current focus on decarbonizing the built environment. She works within coalitions such as Shift Zero and with statewide and community partners including Stand.Earth, Front & Centered, Sierra Club, NW Energy Coalition, Washington Physicians for Social Responsibility, Mazaska Talks, Washington Environmental Council, citizens for a Healthy Bar, Sunrise Tacoma, People for Climate Action, 250 Seattle, and more. Through coordination with the Department of Construction and Inspections (SDCI) and the Office of Sustainability and Environment (OSE), she helped advocate for the passage of the strong commercial energy code this year that eliminates most fossil fuel usage in new commercial and large multifamily buildings. She also advocated for the Seattle Public School Board to pass a clean energy resolution that commits the district to operating with 100% clean energy by 2040, along with a strong coalition of students, educators, parents and other environmental advocates.		
Authorizing Signature (original signature):  Date Signed (appointed): 7/8/21	Appointing Signatory: <i>Kshama Sawant</i> <i>Seattle City Councilmember</i>	

Deepa Sivarajan

EMPLOYMENT EXPERIENCE

Climate Solutions

Washington Policy Manager

July 2020 to present

Seattle, WA

- Develops policies for local governments and institutions to reduce greenhouse gas emissions from buildings, with a current focus on decarbonizing the built environment
- Works closely with local elected officials and staff, as well as the Climate Solutions field team, to advocate for such policies, provide resources and education for governments, and uplift community voices
- Convenes stakeholder groups to inform policy decisions, including local and regional elected officials and staff, climate advocates, environmental justice organizations, labor, and more
- Creates written materials to spread awareness and educate public and grassroots about building decarbonization, including blog entries, fliers, memos, and social media
- Works within coalitions such as Shift Zero and with statewide and community partners including Stand.Earth, Front & Centered, Sierra Club, NW Energy Coalition, Washington Physicians for Social Responsibility, Mazaska Talks, Washington Environmental Council, Citizens for a Healthy Bay, Sunrise Tacoma, People for Climate Action, 350 Seattle, and more

EnviroIssues

Project Manager

February 2017 to July 2020

Seattle, WA

- Managed outreach for capital and planning projects with public agencies in western Washington by developing and implementing communications strategies and public engagement programs
- Worked extensively with public sector clients focusing on transportation and urban planning, including Seattle Department of Transportation, Seattle Office of the Waterfront & Civic Projects, Washington State Transportation Commission, Kitsap Transit, City of Sammamish, Washington State Ferries, and more
- Oversaw staff on projects and managed project budgets, scopes, schedules, and deliverables
- Collected community feedback from stakeholder committees, surveys, community meetings, online engagement, and more; analyzes results and advises clients on incorporating input into public planning
- Developed informational materials including web content, social media, brochures, and more
- Served as liaison to media outlets; wrote press releases and produced press events to announce milestones
- Produced two to four large-scale public events and 20-30 smaller briefings or stakeholder meetings per year
- Received two promotions within three years to grow from Project Coordinator to Project Manager

The Sierra Club

Associate Organizing Representative

July 2013 to August 2014

Seattle, WA

- Led field organizing for the Wild Olympics Campaign; represented Sierra Club within coalition of conservation organizations working to secure protections for forests and rivers in the Olympic Peninsula
- Managed volunteers from local Sierra Club chapter to gather petition signatures and raise awareness
- Secured campaign endorsements from 14 new local businesses, organizations, and community leaders
- Organized and held 12 large outreach events to gather support; tabled at 23 festivals and fairs

Organizing for America Washington

Campaign Staffer/Field Organizer

May to November 2012

South King County, WA

- Led get-out-the-vote efforts for President Obama's reelection in Washington's 30th Legislative District
- Recruited, trained, and managed three volunteer teams with over 40 regular volunteers
- Coordinated with community leaders in Federal Way, Auburn, Algona, Des Moines, and Pacific
- Planned and held seven volunteer trainings, 11 rallies, and over 100 phone banks and canvasses

INTERSHIP EXPERIENCE

- The National Women's Law Center** January to May 2012
Communications Intern Washington D.C.
- Led project to celebrate the 40th anniversary of the passage of Title IX, focusing on women in STEM
 - Researched and interviewed women who had personal stories about how Title IX affected their lives
- Office of U.S. Senator Patty Murray** June to December 2011
Outreach and Legislative Intern Seattle and Washington D.C.
- In Seattle, worked with community leaders and small business owners on issues related to immigration
 - Assisted the King County Outreach Director with scheduling, drafting emails, and making phone calls
 - In D.C., assisted Legislative Aide in charge of immigration issues; wrote memos on policy briefings
 - Led tours of the Capitol building for visitors from Washington state; answered constituent phone calls
- Washington Conservation Voters** June to August 2009
Communications Intern Seattle, WA
- Filmed and interviewed candidates for municipal positions on their environmental platforms
 - Created a website to track candidates and positions; generated interest for primary election on social media

EDUCATION

- Columbia University** Awarded October 19, 2016
• M.A. in Climate & Society New York, NY
- Georgetown University** Awarded May 19, 2012
• B.A. in Government and Women's & Gender Studies Washington D.C.

RELEVANT LEADERSHIP & VOLUNTEER POSITIONS

- Seattle Parks District Oversight Committee – Member** July 2019 to present
- Northwest Abortion Access Fund – Funding Hotline Advocate** July 2019 to present
- Tasveer – Co-Producer of Tasveer South Asian LitFest** January 2020 to present
- South Asians Building Accountability & Healing – Collective Member** January 2020 to present
- Seattle LGBTQ Commission – Commissioner and Secretary** October 2017 to October 2020

SKILLS AND CERTIFICATIONS

- Certification from International Association of Public Participation (IAP2) in Planning & Techniques
- Graduate coursework in climate statistics, climate policy and law, climate management and adaptation, environmental justice, public health and climate change, and water resources and climate change
- Undergraduate coursework in comparative politics, U.S. political systems, international relations, political theory, gender studies, queer theory, development studies, postcolonial theory, critical race theory
- Working proficiency in Spanish; conversational Tamil

Green New Deal Oversight Board

19 Members: Pursuant to Ordinance 125926, members subject to City Council confirmation, three-year terms:

- 8 City Council-appointed
- 8 Mayor-appointed
- 3 Other Appointing Authority-appointed (specify): Green New Deal Oversight Board

Roster:

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			5.	Member* (Tribe Representative)		5/1/20	4/30/23		Mayor
1	F	2	6.	Member* (Age 16-25)	Kristina Chu	5/1/20	4/30/23	1	City Council
2	M	3	7.	Member* (Age 16-25)	Tyler Valentine	5/1/20	4/30/23	1	Mayor
			8.	Member*		5/1/20	4/30/23		Board
2	M	2	9.	Environmental Justice Representative	Dennis Comer	5/1/20	4/30/23	1	Mayor
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SELF-IDENTIFIED DIVERSITY CHART

			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	2			1	2	1	0		3			
Council	1	7			3	1	0	2		2			
Other													
Total	6	9			4	3	1	2		5			



Legislation Text

File #: Appt 01969, **Version:** 1

Appointment of Kristina Chu as member, Green New Deal Oversight Board, for a term to April 30, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Kristina Chu</i>		
Board/Commission Name: <i>Green New Deal Oversight Board</i>		Position Title: <i>Member (Age 16-25)</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Date Appointed: 7/8/2021	Term of Position: * 5/1/2020 to 4/30/2023
Residential Neighborhood: Beacon Hill	Zip Code: 98144	Contact Phone No.: [REDACTED]
Background: <p>Kristina Chu is a 23-year-old Seattle resident who was inspired by reading <i>On Fire: The (Burning) Case for a Green New Deal</i> to want to be a driving force and participant in local policy creation and implementation that reflects a just transition. She holds an undergraduate degree in environmental engineering and looks for ways to harness the technical knowledge she has in envisioning a greener future in a collective space. She organizes with Sunrise Seattle and hopes to user her participation in the Green New Deal Oversight Board to get other young people involved in climate organizing.</p>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Kshama Sawant</i> <i>Seattle City Councilmember</i>

*Term begin and end date is fixed and tied to the position and not appointment date.

RELEVANT EXPERIENCE

Environmental Engineer, September 2019 – Present

Gradient Corp Seattle, WA

- Conduct literature reviews, summarize deposition transcripts, write expert report sections, and offer technical support for various litigation projects related to contaminant fate and transport, environmental cost allocation, and Superfund site remediation
- Evaluate state-level composting requirements to develop site evaluation checklists that provide compost facility operators with best practice composting strategies

Donor Organizer, October 2019 – June 2020

Social Justice Fund NW Seattle, WA

- Learned about participatory funding models and long-term progressive social change through interactive workshops
- Practiced critical thinking; attentive listening; and respectful, inclusive communicating regarding internalized racism, individual privilege and biases, and grant awarding decision-making

Environmental Compliance Engineer Intern, May – August 2018

Intel Corporation Hillsboro, OR

- Analyzed diesel fuel particulate matter emissions data and presented findings to public air quality committee to evaluate ways to reduce Intel's environmental footprint
- Synthesized industrial hazardous waste management safety protocols and presented them to lab safety committees to prompt lab behavior change

Event Coordinator, September 2017 – May 2018

Tufts Environmental Studies Program Medford, MA

- Planned and successfully promoted three public outreach events, including trip to local clean technology incubator
- Solicited feedback through surveys to improve future events

Undergraduate Fellow, September 2016 – May 2017

Tufts University Center for Engineering Educational Outreach Medford, MA

- Designed and taught creative lessons on a weekly basis (~15 total) for two classes of 25 fifth-graders (ages 10-11) to promote STEM education

Energy Intern, April 2016 – June 2016

Medford Office of Energy and Environment Medford, MA

- Manage city rain barrel ordering and distribution program
- Correspond with local constituent to organize annual, city-wide clean energy awareness festival

EDUCATION

BS Environmental Engineering, May 2019

Tufts University Medford, MA

GPA: 3.71, Dean's List

PAST COURSES & PROJECTS

Waste: Global Systems; Air Pollution Control; Geographic Information Systems; Asian America; Occupational and Environmental Health; Public Health; Environmental Engineering Principles; Homelessness in America

Senior Capstone Project

- Collaborated with classmates to design a Remedial Action Work Plan for the proposed contaminated site of concern

Emission Control Design for Diesel Engines to Reduce Particulate Matter 2.5 in Beijing, China

- Researched and wrote report discussing city air pollution trends and sources, current and future regulations for diesel engines, and major treatment technologies

GIS Project: Aftershock of the 2015 Nepal Earthquake

- Performed weighted analysis on vulnerability factors to assess efficacy of disaster relief efforts
- Used model builder to efficiently assess health facility accessibility post-earthquake

Site Development Project: Stormwater Management Design

- Used HEC-HMS and EPA SWMM to simulate infiltration effects and design low-impact development options to reduce peak outflow

SKILLS

Foreign Languages: Italian, Mandarin

Programming Languages: R, MatLab

Software: GIS, HEC-HMS, EPA SWMM

ACTIVITIES

Active Member, Sunrise Movement – Seattle Chapter

Volunteer, Covid-19 Mutual Aid - Seattle

Discussion Leader, Tufts Chapter of GlobeMed

Conference Planner, Tufts Society of Women Engineers

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			11.	Environmental Justice Representative		5/1/20	4/30/22		Board
6	F		12.	Labor Union Representative	Katie Garrow	5/1/20	4/30/22	1	Mayor
6	F		13.	Labor Union Representative	Emily J. Myers	5/1/20	4/30/22	1	City Council
2	F		14.	Labor Union Representative	Andrea Ornelas	5/1/20	4/30/22	1	City Council
6	M		15.	Labor Union Representative	Keith Weir	5/1/20	4/30/22	1	Mayor
6	F	6	16.	Member**	Jess Wallach	5/1/20	4/30/22	1	City Council
			17.	Member**		5/1/20	4/30/22		Board
1	F	3	18.	Member**	Deepa Sivarajan	5/1/20	4/30/22	1	City Council
6	M	5	19.	Workforce Training Representative	Steve Gelb	5/1/20	4/30/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	Male		Female		Transgender		NB/ O/ U		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial				
Mayor	5	2			1	2	1	0		3							
Council	1	7			3	1	0	2		2							
Other																	
Total	6	9			4	3	1	2		5							