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Amendment 4 Version 1 to CB 121254 – Rental Fees and Enforcement

Sponsor: Councilmember Lin

Providing tenants with a timely alternative to private right of action for reimbursement

Effect: This amendment would correct a typo and would provide tenants with a path to reimbursement and certain damages for prohibited fee and security deposit violations without filing a private right of action and incurring legal fees. The amendment would provide a 30-day cure window for landlords to avoid a civil action for reimbursement. If the landlord cures the violation(s) within 30 days of receiving written notice of the violation(s) and pays the tenant for 1) full reimbursement of all prohibited fees charged plus interest, and 2) double the amount of the prohibited fees charged the tenant cannot seek further remedies through a civil action.

Amend Section 6 of CB 121254 as follows:

Section 6. Section 7.24.060 of the Seattle Municipal Code, last amended by Ordinance 125334, is amended as follows:

7.24.060 Private right of action

A. Landlord liability to tenant

1. ((If)) Except as otherwise provided in this Section ~~7.25.060~~ 7.24.060, if a landlord attempts to enforce provisions in a rental agreement that are contrary to, or if a landlord fails to meet their obligations under, the requirements of ((Sections 7.24.030, 7.24.035, 7.24.036, or 7.24.038)) this Chapter 7.24, the landlord shall be liable to the tenant in a civil action for: 1) any actual damages incurred by the tenant plus interest as a result of the landlord's ((attempted enforcement)) action; 2) ((double the amount of any penalties imposed by the City; 3))) double the amount of any prohibited fee or security deposit unlawfully charged or withheld by the landlord; 3) for each violation found by the court, an amount equal to double the penalty for a violation under subsection 7.24.130.F; and 4) reasonable attorney fees and costs. Interest shall accrue from the

date the prohibited fee was imposed at 12 percent per annum, or the maximum rate permitted under RCW 19.52.020.

2. A landlord who includes provisions prohibited by ~~((subsection 7.24.030.B, Section 7.24.035, Section 7.24.036, or Section 7.24.038))~~ this Chapter 7.24 in a new rental agreement, or in a renewal of an existing agreement, shall be liable to the tenant in a civil action for up to ~~(((\$3,000))~~ \$4,000 plus reasonable attorney fees and costs.

3. A landlord who engages in prohibited retaliation under Section 7.24.110 shall be liable to the tenant in a civil action for up to \$6,000, any actual damages incurred by the tenant as a result of the landlord's action, and reasonable attorney fees and costs.

4. In any action brought under this Chapter 7.24, one or more tenants may seek relief on behalf of themselves and other similarly situated aggrieved tenants whose claims arise from the same or substantially similar policy or practice alleged to violate this Chapter 7.24 by a common defendant.

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~~D. C.~~ C. Effective January 1, 2028, the amounts of all liabilities in this Section 7.24.060 shall be adjusted annually by the percentage amount of change in the housing component of the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Primary Metropolitan Statistical Area as published by the United States Department of Labor, Bureau of Labor Statistics, rounded up to the nearest whole number. The Department shall determine the amounts and file a schedule of such amounts with the City Clerk.

~~C. D.~~ No tenant may secure relief from more than one governmental agency, instrumentality, or tribunal for the same harm or injury.

E. Within 30 days of receiving written notice of violation(s) for prohibited fees or unlawfully withheld security deposits, if the landlord cures the violation(s) and pays the tenant for: 1) full reimbursement of all prohibited fees and/or unlawfully withheld security deposit charged plus interest, and 2) double the amount of the prohibited fees charged and/or unlawfully withheld security deposit, the tenant cannot pursue remedies under subsection 7.24.060.A.1 or subsection 7.24.060.A.2.