
Council Bill Number: 112341

Ordinance Number: 119171

AN ORDINANCE Concerning residential rental agreements, requiring that residential rental agreements for residential rental properties in the City of Seattle provide sixty (60) days prior written notice of any increase in housing charges that results in housing costs that are ten percent (10%) greater than that charged the same tenant for the same housing unit and services during the preceding twelve (12) months, and amending SMC 7.24.020, SMC 7.24.030, SMC 7.24.050, and SMC 7.24.060.

Status: PASSED

Note: Second quarter 1998 reclassification ordinance

Vote: 8-0 (Excused: Pageler)

Date filed with the City Clerk: 1998/09/28

Date of Mayor's signature: 1998/09/28 ([about the signature date](#))

Date introduced/referred to committee: 1998/09/14

Committee: Housing, Human Services and Civil Rights

Sponsor: STEINBRUECK AND LICATA

Committee Recommendation: Pass

Index Terms: RENTAL-HOUSING, LANDLORDS, TENANTS

Electronic Copy: [PDF scan of Ordinance No. 119171](#)

Reference: Amending: Ord 116843

Text:

AN ORDINANCE concerning residential rental agreements, requiring that residential rental agreements for residential rental properties in the City of Seattle provide sixty (60) days prior written notice of any increase in housing charges that results in housing costs that are ten percent (10%) greater than that charged the same tenant for the same housing unit and services during the preceding twelve (12) months, and amending SMC 7.24.020, SMC 7.24.030, SMC 7.24.050., and SMC 7.24.060.

WHEREAS, many renters in The City have sustained large increases in monthly housing charges recently, some as high as fifty percent (50%) in a one-month period; and

WHEREAS, rental property owners often increase the monthly housing charges with only the minimum thirty (30) days prior written notice required by state law; and

WHEREAS, state law requires a tenant who decides to vacate a unit to give the owner written notice twenty (20) days prior to the end of a monthly rental term; and

WHEREAS, the state law requiring notice to vacate gives renters who received the minimum thirty (30) day notice of an increase in housing costs only ten days to make a life-changing decision; and

WHEREAS, in that ten days a renter must decide whether they can afford to pay the increase in housing costs or whether they should risk trying to find more affordable housing in Seattle's tight rental housing market; and

WHEREAS, a tenant who received the minimum thirty (30) day notice of a housing cost increase must, within the thirty (30) days, either find a way to pay the increased monthly housing cost for the current unit or locate and move to a new rental unit as well as find the money to pay the usual first and last months' rent and security deposit required upfront; and

WHEREAS, the vacancy rate for rental housing in Seattle is currently 2.3%, making it extremely difficult to secure other rental housing at all; and,

WHEREAS, a sixty (60) day notice of a proposed increase in housing costs will greatly aid renters by giving them forty (40) days, instead of the current ten (10), to make the decision whether to stay or try to move; and

WHEREAS, a sixty (60) day notice of a proposed increase in housing costs will also greatly aid renters by giving them sixty (60) days to secure a means to pay the increased housing costs or to secure and pay for alternative rental housing; and,

WHEREAS, a sixty (60) day notice of a proposed increase in housing costs will give renters greater stability and predictability in budgeting for housing costs. NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 7.24.020, as adopted by Ordinance 116843 2, is amended as follows:

SMC 7.24.020 Definitions.

As used in this chapter:

"Department" means the Department of Construction and Land Use or its successor.

"Landlord" means a "landlord" as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA"), ~~RCW 59.18.030 and RCW 59.18.040~~, in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, RLTA defined "landlord" as "the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part," and ~~in addition means~~ included "any person designated as representative of the landlord."

"Housing Costs" means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment. For purposes of this chapter, housing costs include the basic rent charge and any periodic or monthly fees for other services paid to the landlord by the tenant, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.

"Rental agreement" means a "rental agreement" as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the RLTA, ~~RCW 59.18.030 and RCW 59.18.040~~, in effect at the time the rental agreement is executed. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "rental agreement" as "all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit."

"Tenant" means a "tenant" as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the RLTA, ~~RCW 59.18.030 and RCW 59.18.040~~, in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined "tenant" as "any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement."

Section 2. Section 7.24.030, as adopted by Ordinance 116843 3, is amended as follows:

SMC 7.24.030 Rental agreement requirements ~~restrictions~~.

A. Any rental agreement or renewal of a rental agreement for a residential rental unit in the City of Seattle entered into after the effective date of the ordinance adding this subsection A shall include or shall be deemed to include a provision requiring a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant is to increase by ten percent (10%) 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 twelve (12) month period.

B. No rental agreement entered into after the effective date of the ordinance codified in this chapter that creates or purports to create a tenancy from month to month or from period to period on which rent is payable, may:

~~1.A.~~ Require occupancy for a minimum term of more than one (1) month or period;

~~2.B.~~ Impose penalties, whether designated as "additional rent" or fees, if a tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term prohibited by subsection A of this section;

~~3.C.~~ Require forfeiture of all or any part of a deposit if the tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term prohibited by subsection A of this section; provided, that nothing in this chapter shall prevent a landlord from retaining all or a portion of a deposit as compensation for damage to the premises as provided by law and the rental agreement or, as provided by law, for failure to perform other obligations imposed by the rental agreement.

Section 3. Section 7.24.050 of the Seattle Municipal Code, which was adopted by Ordinance

116843 5, is amended as follows:

SMC 7.24.050 Defense in commencing action-Fees and costs awarded.

In any action commenced for unlawful detainer or to enforce a rental agreement, to impose penalties or to forfeit a deposit contrary to rental agreement provisions required by Section 7.24.030(A) of this chapter or pursuant to rental agreement provisions prohibited by Section 7.24.030(B) of this chapter, it shall be a defense that such provisions are contrary to the requirements for rental agreements imposed by this chapter, and a tenant who prevails on such defense shall be awarded reasonable attorney fees and costs.

Section 4. Section 7.24.060 of the Seattle Municipal Code, which was adopted by Ordinance 116843 6, is amended as follows:

SMC 7.24.060 Landlord liability to tenant.

A. If a landlord attempts to enforce provisions contrary those required to be included in a rental agreement by Section 7.24.030(A) or includes provisions prohibited by Section 7.24.030(B) in a rental agreement entered into after the effective date of this ordinance, ~~and if the tenant has signed such an agreement and has requested return of the security deposit from the landlord~~, the landlord shall be liable to the tenant for any actual damages incurred plus double the amount of any penalties imposed or security deposit forfeited, as well as reasonable attorney fees and costs. Prior to seeking damages and penalties for failure to return a security deposit, the tenant must have requested return of the security deposit from the landlord.

~~B. Beginning on the date eight months after the effective date of the ordinance codified in this chapter~~, a A landlord who includes provisions prohibited by Section 7.24.030(B) in a new rental agreement, or in a renewal of an existing agreement, shall be liable to the tenant for One Thousand Dollars (\$1,000.00) plus reasonable attorney fees and costs.

Section 5. In two years the Council shall review the effectiveness of the ordinance, including current rent trends, and the relationship of average rent increases and vacancy rates city-wide. Based on that review, the council shall consider linking the ordinance to a specific vacancy rate trigger

Section 6. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 1998, and signed by me in open session in authentication of its passage this _____ day of _____, 1998. _____ President _____ of the City Council

Approved by me this _____ day of _____, 1998. _____ Mayor

Filed by me this _____ day of _____, 1998. _____ City Clerk (Ver. 2)