

ORDINANCE 116843

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3 AN ORDINANCE relating to landlords and tenants, adding a new  
4 chapter to Title 7 of the Seattle Municipal Code, preventing  
5 a month to month or period to period rental agreement that  
6 requires a minimum term of more than one month or period;  
7 requiring the Director of the Department of Construction and  
8 Land Use ("DCLU") to prepare summaries of certain ordinances  
affecting landlords and tenants and to make those summaries  
available to the public at cost; requiring landlords to  
provide tenants copies of the summaries prepared by DCLU and  
any summaries of the State Residential Landlord Tenant Act  
(RCW 59.18 et. seq.) prepared by the State Attorney General's  
Office; and providing remedies and penalties for violations.

9 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

10 Section 1. This ordinance may be known as the Rental  
11 Agreement Regulation Ordinance.

12 Section 2. As used in this ordinance:

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

15 b. "Landlord" means a "landlord" as defined in and within  
16 the scope of the Residential Landlord Tenant Act of 1973  
17 ("RLTA"), RCW 59.18.030 and RCW 59.18.040, in effect at the  
18 time the rental agreement is executed. At the time of  
19 passage of this ordinance, RLTA defined "landlord" as "the  
20 owner, lessor, or sublessor of the dwelling unit or the  
21 property of which it is a part, and in addition means any  
22 person designated as representative of the landlord."

23 c. "Rental Agreement" means a "rental agreement" as defined  
24 in and within the scope of the RLTA, RCW 59.18.030 and RCW  
25 59.18.040, in effect at the time the rental agreement is  
26 executed. At the time of the passage of this ordinance, the  
27 RLTA defined "rental agreement" as "all agreements which  
28 establish or modify the terms, conditions, rules,  
29 regulations, or any other provisions concerning the use and  
30 occupancy of a dwelling unit."

31 d. "Tenant" means a "tenant" as defined in and within the  
32 scope of the RLTA, RCW 59.18.030 and RCW 59.18.040, in effect  
33 at the time the rental agreement is executed. At the time of

1 passage of this ordinance, the RLTA defined "tenant" as "any  
2 person who is entitled to occupy a dwelling unit primarily  
3 for living or dwelling purposes under a rental agreement."

4 Section 3. No rental agreement entered into after the  
5 effective date of this ordinance that creates or purports to  
6 create a tenancy from month to month or from period to period on  
7 which rent is payable, may:

- 8 a. Require occupancy for a minimum term of more than one  
9 month or period,  
10 b. Impose penalties, whether designated as "additional  
11 rent" or fees, if a tenant terminates the tenancy pursuant to  
12 law and vacates before expiration of any minimum term  
13 prohibited by Subsection (a);  
14 c. Require forfeiture of all or any part of a deposit if  
15 the tenant terminates the tenancy pursuant to law and vacates  
16 before expiration of any minimum term prohibited by  
17 Subsection (a); provided that, nothing in this ordinance  
18 shall prevent a landlord from retaining all or a portion of a  
19 deposit as compensation for damage to the premises as  
20 provided by law and the rental agreement or, as provided by  
21 law, for failure to perform other obligations imposed by the  
22 rental agreement.

23 Section 4. Any provisions in violation of Section 3 of  
24 this ordinance in a rental agreement are null and void and of no  
25 lawful force and effect.

26 Section 5. In any action commenced to enforce a rental  
27 agreement, to impose penalties or to forfeit a deposit pursuant to  
28 rental agreement provisions prohibited by Section 3 hereof, it  
29 shall be a defense that such provisions are prohibited by this  
30 ordinance, and a tenant who prevails on such defense shall be  
31 awarded reasonable attorney fees and costs.

32 Section 6. a. If a landlord includes provisions  
33 prohibited by Section 3 in a rental agreement, and if the tenant

1 has signed such an agreement and has requested return of the  
2 security deposit from the landlord, the landlord shall be liable  
3 to the tenant for any actual damages incurred plus double the  
4 amount of any penalties imposed or security deposit forfeited, as  
5 well as reasonable attorney fees and costs.

6 b. Beginning on the date eight months after the effective  
7 date of this ordinance, a landlord who includes provisions  
8 prohibited by Section 3 in a new rental agreement, or in a renewal  
9 of an existing agreement, shall be liable to the tenant for one  
10 thousand (\$1000.00) plus reasonable attorney fees and costs.

11 Section 7. The Department shall, as soon as practicable  
12 after passage of this ordinance, and as the Department shall deem  
13 necessary thereafter, prepare a summary of this ordinance, and of  
14 the Housing and Building Maintenance Code, the Tenant Relocation  
15 Assistance Ordinance, and of the Condominium and Cooperative  
16 Conversion Ordinance, describing the respective rights,  
17 obligations and remedies of landlords and tenants thereunder, and  
18 shall make such summaries available at cost for public inspection  
19 and copying. The summaries prepared by the Department shall serve  
20 as informational documents only, and nothing therein shall be  
21 construed as binding on or affecting any judicial determination of  
22 the rights and responsibilities of landlords and tenants, nor  
23 shall the Department be liable for any misstatement or  
24 misinterpretation of the applicable laws.

25 Section 8. a. A copy of any recent summaries prepared  
26 by the Director pursuant to Section 7, along with any recent  
27 summary of the Residential Landlord-Tenant Act prepared by the  
28 Office of the Attorney General of the State of Washington, shall  
29 be attached to each written rental agreement and provided to any  
30 tenant or prospective tenant by or on behalf of a landlord when  
31 such rental agreement is offered, whether or not such agreement is  
32 for a new or renewal rental agreement.

33 b. Where there is an oral agreement, the landlord shall

1 give the tenant copies of the summaries described in Section 7 and  
2 Section 8(a) hereof either before entering into the oral agreement  
3 or, as soon as reasonably possible after entering into the oral  
4 agreement.

5 c. For existing tenants, landlords shall, within thirty  
6 (30) days after available or within a reasonable time thereafter,  
7 distribute copies of the summaries described in Sections 7 and  
8 8(a) hereof to existing tenants.

9 Section 9. a. If a landlord fails to comply with the  
10 requirements of Sections 8 (a) or (b) and such failure was not  
11 caused by the tenant, the tenant may terminate the rental  
12 agreement by written notice pursuant to law.

13 b. In addition to the remedy provided by Section 9  
14 (a), if a landlord fails to comply with the requirements of  
15 Sections 8 (a), (b) or (c), the tenant may recover in a civil  
16 action from the landlord actual damages, attorney fees and a  
17 penalty of one hundred dollars (\$100.00). If a court determines  
18 that the landlord deliberately failed to comply with the  
19 requirements of Section 8 (a), (b), or (c), the penalty shall be  
20 two hundred dollars (\$200.00).

21 Section 10. a. No rental agreement, whether oral or  
22 written, may provide that the tenant waives or foregoes rights or  
23 remedies under this ordinance, except as provided by subsection  
24 (b) below.

25 b. A landlord and tenant may agree, in writing, to waive  
26 specific requirements of this ordinance if all of the following  
27 conditions have been met:

28 1. The agreement to waive specific provisions is in  
29 writing and identifies the specific provisions to be waived; and

30 2. The agreement may not appear in a standard form  
31 written lease or rental agreement; and

32 3. There is no substantial inequality in the  
33 bargaining position of the two parties; and

