

Ordinance No. 119171

*me*

# The City of Seattle Council Bill/Ordinance

Council Bill No. 112341

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

*SO, NL*

*Pass 9-0 as a*

*9-21-98 FOLL*

*(Exc)*

CF No. \_\_\_\_\_

Date Introduced: <b>SEP 14 1998</b>	
Date 1st Referred: <b>SEP 14 1998</b>	To: (committee)
Date Re - Referred:	To: (committee) <b>Housing, Human Services and Civil Rights Committee</b>
Date Re - Referred:	To: (committee)
Date of Final Passage:	Full Council Vote:
Date Presented to Mayor:	Date Approved: <b>SEP 28 1998</b>
Date Returned to City Clerk: <b>SEP 28 1998</b>	Date Published: <b>Co. P.</b> <input checked="" type="checkbox"/> T.D. <input type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

This file is complete and ready

Law Dept. Review

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# The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: STEINBRUECK and LICATA  
Councilmember

## Committee Action:

SD, NL, RM, IS

Pass 8-0 as amended

9-21-98 Full Council Action: Hold 8-0  
(Excused: Pageler)

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_  
(Initial/date)

Law Dept. Review

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City Clerk  
Review

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Indexed

ORDINANCE 119171

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

11  
12 WHEREAS, many renters in The City have sustained large increases in monthly housing charges  
13 recently, some as high as fifty percent (50%) in a one-month period; and

14  
15 WHEREAS, rental property owners often increase the monthly housing charges with only the minimum  
16 thirty (30) days prior written notice required by state law; and

17  
18 WHEREAS, state law requires a tenant who decides to vacate a unit to give the owner written notice  
19 twenty (20) days prior to the end of a monthly rental term; and

20  
21 WHEREAS, the state law requiring notice to vacate gives renters who received the minimum thirty (30)  
22 day notice of an increase in housing costs only ten days to make a life-changing decision; and

23  
24 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



1 WHEREAS, a sixty (60) day notice of a proposed increase in housing costs will also greatly aid renters  
2 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,

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

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

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

7 **SMC 7.24.020 Definitions.**

8 As used in this chapter:

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

10 "Landlord" means a "landlord" as defined in and within the scope of RCW 59.18.030 and RCW  
11 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA")~~((, RCW 59.18.030 and RCW~~  
12 ~~59.18.040,))~~ in effect at the time the rental agreement is executed. At the time of passage of the  
13 ordinance codified in this chapter, RLTA defined "landlord" as "the owner, lessor, or sublessor of the  
14 dwelling unit or the property of which it is a part," and ~~((in addition means)~~ included "any person  
15 designated as representative of the landlord."

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

22 "Rental agreement" means a "rental agreement" as defined in and within the scope of RCW  
23 59.18.030 and RCW 59.18.040 of the RLTA~~((, RCW 59.18.030 and RCW 59.18.040,))~~ in effect at the  
24

1 time the rental agreement is executed. At the time of the passage of the ordinance codified in this  
2 chapter, the RLTA defined "rental agreement" as "all agreements which establish or modify the terms,  
3 conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling  
4 unit."

5 "Tenant" means a "tenant" as defined in and within the scope of RCW 59.18.030 and RCW  
6 59.18.040 of the RLTA~~((, RCW 59.18.030 and RCW 59.18.040,))~~ in effect at the time the rental  
7 agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA  
8 defined "tenant" as "any person who is entitled to occupy a dwelling unit primarily for living or dwelling  
9 purposes under a rental agreement."

10  
11 Section 2. Section 7.24.030, as adopted by Ordinance 116843 § 3, is amended as follows:

12 **SMC 7.24.030 Rental agreement requirements ~~((restrictions))~~.**

13 A. Any rental agreement or renewal of a rental agreement for a residential rental unit in the  
14 City of Seattle entered into after the effective date of the ordinance adding this subsection A shall  
15 include or shall be deemed to include a provision requiring a minimum of sixty (60) days prior written  
16 notice whenever the periodic or monthly housing costs to be charged a tenant is to increase by ten percent  
17 (10%) or more over the periodic or monthly rental rate charged the same tenant for the same housing unit  
18 and same services for any period or month during the preceding twelve (12) month period.

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

22 1.((A-)) Require occupancy for a minimum term of more than one (1) month or period;  
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1            2.((B)). Impose penalties, whether designated as "additional rent" or fees, if a tenant  
2 terminates the tenancy pursuant to law and vacates before expiration of any minimum term prohibited by  
3 subsection A of this section;

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

10           Section 3.        Section 7.24.050 of the Seattle Municipal Code, which was adopted by Ordinance  
11 116843 § 5, is amended as follows:

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

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

19  
20           Section 4.        Section 7.24.060 of the Seattle Municipal Code, which was adopted by Ordinance  
21 116843 § 6, is amended as follows:

22           **SMC 7.24.060 Landlord liability to tenant.**

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

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

13  
14 Section 5. In two years the Council shall review the effectiveness of the ordinance, including  
15 current rent trends, and the relationship of average rent increases and vacancy rates city-wide. Based on  
16 that review, the council shall consider linking the ordinance to a specific vacancy rate trigger.



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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 28<sup>th</sup> day of Sept., 1998, and signed by me in open session in authentication of its passage this 28<sup>th</sup> day of Sept., 1998.

Eric Arnold  
President \_\_\_\_\_ of the City Council

Approved by me this 28<sup>th</sup> day of Sept., 1998.

Eric Arnold Mayor Pro Tem

Filed by me this 28 day of September, 1998.

Janice E. Pugh  
City Clerk

(Seal)





ORDINANCE \_\_\_\_\_

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

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

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

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

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

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22 WHEREAS, in that ten days a renter must decide whether they can afford to pay the increase in housing  
23 costs or whether they should risk trying to find more affordable housing in Seattle's tight rental  
24 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,

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

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

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

5 **SMC 7.24.020 Definitions.**

6 As used in this chapter:

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

8 "Landlord" means a "landlord" as defined in and within the scope of RCW 59.18.030 and RCW  
9 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA")~~((, RCW 59.18.030 and RCW~~  
10 59.18.040,)) in effect at the time the rental agreement is executed. At the time of passage of the  
11 ordinance codified in this chapter, RLTA defined "landlord" as "the owner, lessor, or sublessor of the  
12 dwelling unit or the property of which it is a part," and ~~((in addition means))~~ included "any person  
13 designated as representative of the landlord."

14 "Housing Costs" means the compensation or fees paid or charged, usually periodically, for the use  
15 of any property, land, buildings, or equipment. For purposes of this chapter, housing costs include the  
16 basic rent charge and any periodic or monthly fees for other services paid to the landlord by the tenant.

17 "Rental agreement" means a "rental agreement" as defined in and within the scope of RCW  
18 59.18.030 and RCW 59.18.040 of the RLTA~~((, RCW 59.18.030 and RCW 59.18.040,))~~ in effect at the  
19 time the rental agreement is executed. At the time of the passage of the ordinance codified in this  
20 chapter, the RLTA defined "rental agreement" as "all agreements which establish or modify the terms,  
21 conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling  
22 unit."

1 "Tenant" means a "tenant" as defined in and within the scope of RCW 59.18.030 and RCW  
2 59.18.040 of the RLTA~~((, RCW 59.18.030 and RCW 59.18.040,))~~ in effect at the time the rental  
3 agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined  
4 "tenant" as "any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes  
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6  
7 Section 2. Section 7.24.030, as adopted by Ordinance 116843 § 3, is amended as follows:

8 **SMC 7.24.030 Rental agreement requirements ~~((restrictions))~~.**

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

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

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

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

22 3.((C)). Require forfeiture of all or any part of a deposit if the tenant terminates the  
23 tenancy pursuant to law and vacates before expiration of any minimum term prohibited by subsection A  
24

1 of this section; provided, that nothing in this chapter shall prevent a landlord from retaining all or a  
2 portion of a deposit as compensation for damage to the premises as provided by law and the rental  
3 agreement or, as provided by law, for failure to perform other obligations imposed by the rental  
4 agreement.

5 Section 3. Section 7.24.050 of the Seattle Municipal Code, which was adopted by Ordinance  
6 116843 § 5, is amended as follows:

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

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

14  
15 Section 4. Section 7.24.060 of the Seattle Municipal Code, which was adopted by Ordinance  
16 116843 § 6, is amended as follows:

17 **SMC 7.24.060 Landlord liability to tenant.**

18 A. If a landlord attempts to enforce provisions contrary those required to be included in a  
19 rental agreement by Section 7.24.030(A) or includes provisions prohibited by Section 7.24.030(B) in a  
20 rental agreement entered into after the effective date of this ordinance, ((and if the tenant has signed such  
21 an agreement and has requested return of the security deposit from the landlord,)) the landlord shall be  
22 liable to the tenant for any actual damages incurred plus double the amount of any penalties imposed or  
23  
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1 security deposit forfeited, as well as reasonable attorney fees and costs. Prior to seeking damages and  
2 penalties for failure to return a security deposit, the tenant must have requested return of the security  
3 deposit from the landlord.

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

8  
9 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its approval  
10 by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall  
11 take effect as provided by Municipal Code Section 1.04.020.

12  
13 Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 1998, and signed by me in open session  
14 in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

15  
16 \_\_\_\_\_  
President \_\_\_\_\_ of the City Council

17 Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

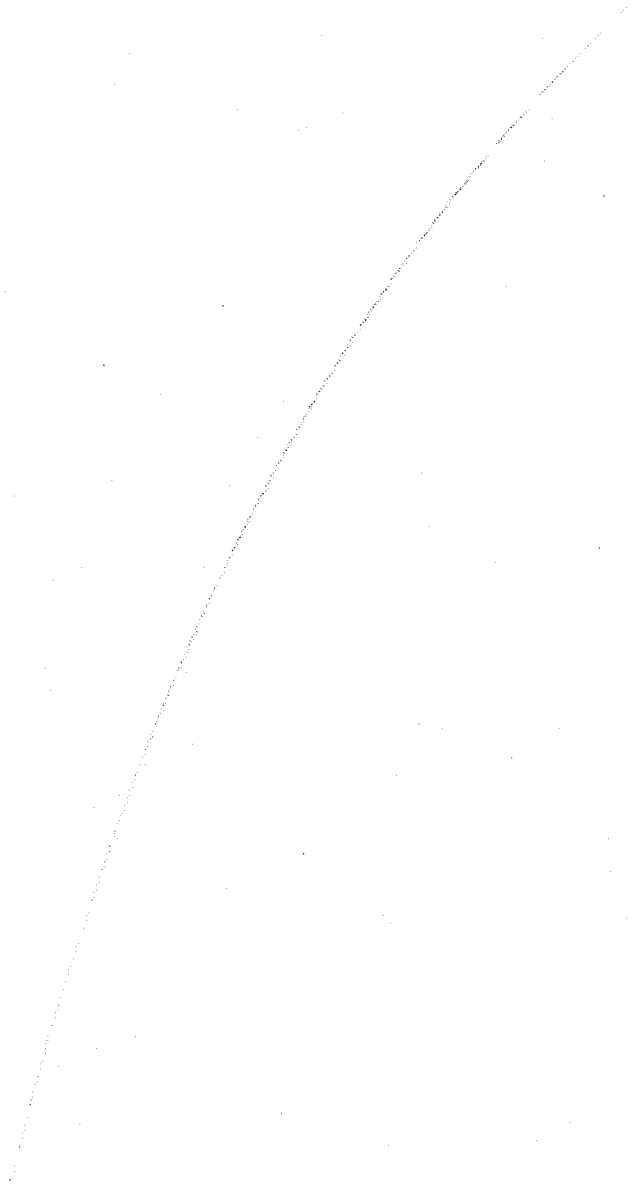
18  
19 \_\_\_\_\_  
Mayor

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21 Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

22  
23 \_\_\_\_\_  
City Clerk

(Seal)

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ORDINANCE \_\_\_\_\_

**DRAFT**  
**09/09/98 5:05 PM**

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5 for residential rental properties in the City of Seattle provide sixty (60) days prior written notice  
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7 than that charged the same tenant for the same housing unit and services during the preceding twelve  
8 (12) months, and amending SMC 7.24.020, SMC 7.24.030, SMC 7.24.050, and SMC 7.24.060.

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

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

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

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

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

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

24 WHEREAS, vacancy rates for rental housing in Seattle range from \_\_\_\_ to \_\_\_\_ %, depending on the  
neighborhood, and in many of Seattle's neighborhoods that rate is less than 2%, making it  
extremely very difficult to secure other rental housing at all, much less in a timely fashion; 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. NOW THEREFORE,

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

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

3 **SMC 7.24.020 Definitions.**

4 As used in this chapter:

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

6 "Landlord" means a "landlord" as defined in and within the scope of RCW 59.18.030 and RCW  
7 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA")(~~(, RCW 59.18.030 and RCW~~  
8 ~~59.18.040,))~~ in effect at the time the rental agreement is executed. At the time of passage of the  
9 ordinance codified in this chapter, RLTA defined "landlord" as "the owner, lessor, or sublessor of the  
10 dwelling unit or the property of which it is a part," and ~~((in addition means))~~ included "any person  
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13 of any property, land, buildings, or equipment. For purposes of this chapter, housing costs include the  
14 basic rent charge and any periodic or monthly fees for other services paid to the landlord by the tenant.

15 "Rental agreement" means a "rental agreement" as defined in and within the scope of RCW  
16 59.18.030 and RCW 59.18.040 of the RLTA(~~(, RCW 59.18.030 and RCW 59.18.040,))~~ in effect at the  
17 time the rental agreement is executed. At the time of the passage of the ordinance codified in this  
18 chapter, the RLTA defined "rental agreement" as "all agreements which establish or modify the terms,  
19 conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling  
20 unit."

21 "Tenant" means a "tenant" as defined in and within the scope of RCW 59.18.030 and RCW  
22 59.18.040 of the RLTA(~~(, RCW 59.18.030 and RCW 59.18.040,))~~ in effect at the time the rental  
23 agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined  
24



1 "tenant" as "any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes  
2 under a rental agreement."  
3

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

5 **SMC 7.24.030 Rental agreement requirements ((restrictions)).**

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

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

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

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

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

3 Section 3. Section 7.24.050 of the Seattle Municipal Code, which was adopted by Ordinance  
4 116843 § 5, is amended as follows:

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

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

12  
13 Section 4. Section 7.24.060 of the Seattle Municipal Code, which was adopted by Ordinance  
14 116843 § 6, is amended as follows:

15 **SMC 7.24.060 Landlord liability to tenant.**

16 A. If a landlord attempts to enforce provisions contrary those required to be included in a  
17 rental agreement by Section 7.24.030(A) or includes provisions prohibited by Section 7.24.030(B) in a  
18 rental agreement entered into after the effective date of this ordinance, ((and if the tenant has signed such  
19 an agreement and has requested return of the security deposit from the landlord,)) the landlord shall be  
20 liable to the tenant for any actual damages incurred plus double the amount of any penalties imposed or  
21 security deposit forfeited, as well as reasonable attorney fees and costs. Prior to seeking damages and  
22

1 penalties for failure to return a security deposit, the tenant must have requested return of the security  
2 deposit from the landlord.

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

7  
8 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its approval  
9 by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall  
10 take effect as provided by Municipal Code Section 1.04.020.

11  
12 Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 1998, and signed by me in open session  
13 in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

14  
15 \_\_\_\_\_  
16 President \_\_\_\_\_ of the City Council

17 Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

18 \_\_\_\_\_  
19 Mayor

20 Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

21 \_\_\_\_\_  
22 City Clerk

23 (Seal)

STATE OF WASHINGTON - KING COUNTY

98096  
City of Seattle, City Clerk

-ss.

No. ORDINANCE IN

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORD 119171

was published on

10/05/98

The amount of the fee charged for the foregoing publication is the sum of \$ \_\_\_\_\_, which amount has been paid in full.

*H. Patterson*

Subscribed and sworn to before me on

10/05/98

Notary Public for the State of Washington,  
residing in Seattle

# City of Seattle

## ORDINANCE NO. 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.

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 receive 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

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 28th day of September, 1998, and signed by me in open session in authentication of its passage this 28th day of September, 1998.

SUE DONALDSON,  
President of the City Council.  
Approved by me this 28th day of September, 1998.

SUE DONALDSON,  
Mayor Pro Tem.  
Filed by me this 28th day of September, 1998.

(Seal) JUDITH E. PIPPIN,  
City Clerk.

Publication ordered by JUDITH PIPPIN,  
City Clerk.

(Boldface denotes deletion.)

Date of official publication in Daily Journal of Commerce, Seattle, October 5, 1998. A  
10/5/985696

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