

Ordinance No. 131408

Council Bill No. 114247

The City of Seattle
Council Bill/Ordinance

AN ORDINANCE relating to a tenant's right of first refusal, amending SMC Section 22.206.160 C to delete a tenant's right of first refusal to re-rent when an owner rehabilitates the tenant's unit.

CF No. _____

Date Introduced: <u>JAN 15 2002</u>	<u>J. NICASTRO</u>	
Date 1st Referred: <u>JAN 15 2002</u>	To: (committee) <u>Land Use Committee</u>	
Date Re- Referred: <u>FEB - 9 2004</u>	To: (committee) <u>Urban Development & Planning</u>	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>3-1-04</u>	Full Council Vote: <u>9-0</u>	
Date Presented to Mayor: <u>3-2-04</u>	Date Approved: <u>3/5/04</u>	
Date Returned to City Clerk: <u>3/5/04</u>	Date Published: <u>10 APR</u>	T.O. <input checked="" type="checkbox"/> F.T. <input checked="" type="checkbox"/>
Date Voted by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

Land Use Committee 3-1-04 Pass

This file is complete and ready

Law Department

Law Dept. Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by:

[Signature] STEINBRUECK
Councilmember

~~NICASTRO~~

Committee Action:

(69)
Approved as amended 3-0
PS, TR, RC

(EJ)

3-1-04 Passed As Amended 9-0

This file is complete and ready for presentation to Full Council. Committee: _____

(initial/date)

Law Department

Law Dept. Review

OMP Review

(W)
City Clerk Review

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ORDINANCE 121408

AN ORDINANCE relating to a tenant's right of first refusal, amending SMC Section 22.206.160 C to delete a tenant's right of first refusal to rerent when an owner rehabilitates the tenant's unit.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection C of SMC Section 22.206.160, which Section was last amended by Ordinance 121276, is amended as follows:

22.206.160 Duties of owners.

* * *

C. Just Cause Eviction.

1. Pursuant to provisions of the state Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). In addition, owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

1 a. The tenant fails to comply with a three (3) day notice to pay
2 rent or vacate pursuant to RCW 59.12.030(3); a ten (10) day notice to comply or vacate
3 pursuant to RCW 59.12.030(4); or a three (3) day notice to vacate for waste, nuisance
4 (including a drug-related activity nuisance pursuant to RCW Chapter 7.43) or maintenance
5 of an unlawful business or conduct pursuant to RCW 59.12.030(5);

6 b. The tenant habitually fails to pay rent when due which causes
7 the owner to notify the tenant in writing of late rent four (4) or more times in a twelve (12)
8 month period;

9 c. The tenant fails to comply with a ten (10) day notice to comply
10 or vacate that requires compliance with a material term of the rental agreement or that
11 requires compliance with a material obligation under RCW 59.18;

12 d. The tenant habitually fails to comply with the material terms
13 of the rental agreement which causes the owner to serve a ten (10) day notice to comply or
14 vacate three (3) or more times in a twelve (12) month period;

15 e. The owner seeks possession so that the owner or a member of
16 his or her immediate family may occupy the unit as that person's principal residence and no
17 substantially equivalent unit is vacant and available in the same building. "Immediate
18 family" shall include the owner's domestic partner registered pursuant to Section 1 of
19 Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers and
20 sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There shall
21 be a rebuttable presumption of a violation of this subsection if the owner or a member of the
22 owner's immediate family fails to occupy the unit as that person's principal residence for at
23 least sixty (60) consecutive days during the ninety (90) days immediately after the tenant

1 vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the
2 cause for eviction;

3 f. The owner elects to sell a single-family dwelling unit and
4 gives the tenant at least sixty (60) days written notice prior to the date set for vacating, which
5 date shall coincide with the end of the term of a rental agreement, or if the agreement is
6 month to month, with the last day of a monthly period. For the purposes of this section, an
7 owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within
8 thirty (30) days after the tenant has vacated, including, at a minimum, listing it for sale at a
9 reasonable price with a realty agency or advertising it for sale at a reasonable price in a
10 newspaper of general circulation. There shall be a rebuttable presumption that the owner did
11 not intend to sell the unit if:

12 i. Within thirty (30) days after the tenant has vacated, the
13 owner does not list the single-family dwelling unit for sale at a reasonable price with a realty
14 agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

15 ii. Within ninety (90) days after the date the tenant
16 vacated or the date the property was listed for sale, whichever is later, the owner withdraws
17 the rental unit from the market, rents the unit to someone other than the former tenant, or
18 otherwise indicates that the owner does not intend to sell the unit;

19 g. The tenant's occupancy is conditioned upon employment on
20 the property and the employment relationship is terminated;

21 h. The owner seeks to do substantial rehabilitation in the
22 building; provided that, the owner must obtain a tenant relocation license if required by
23 SMC Chapter 22.210 and at least one (1) permit necessary for the rehabilitation, other than a

1 Master Use Permit, before terminating the tenancy (~~(. Any tenants dispossessed pursuant to~~
2 ~~this provision shall be notified in writing by the owner at the time of vacating the unit that~~
3 ~~the tenant has a right of first refusal for the rehabilitated unit. The owner shall notify the~~
4 ~~tenant in writing, mailed by regular mail to the last address provided by the tenant, when the~~
5 ~~unit is ready to be reoccupied, and the tenant shall exercise such right of first refusal within~~
6 ~~thirty (30) days of the owner's notice));~~

7 i. The owner elects to demolish the building, convert it to a
8 condominium or a cooperative, or convert it to a nonresidential use; provided that, the owner
9 must obtain a tenant relocation license if required by SMC Chapter 22.210 and a permit
10 necessary to demolish or change the use before terminating any tenancy;

11 j. The owner seeks to discontinue use of a housing unit
12 unauthorized by Title 23 of the Seattle Municipal Code after receipt of a notice of violation
13 thereof. The owner is required to pay relocation assistance to the tenant(s) of each such unit
14 at least two (2) weeks prior to the date set for termination of the tenancy, at the rate of:

15 i. Two Thousand Dollars (\$2,000) for a tenant household
16 with an income during the past twelve (12) months at or below fifty (50) percent of the
17 County median income, or

18 ii. Two (2) months' rent for a tenant household with an
19 income during the past twelve (12) months above fifty (50) percent of the County median
20 income;

21 k. The owner seeks to reduce the number of individuals residing
22 in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one
23 (1) dwelling unit, as required by SMC Title 23, and:

1 (A) The owner has served the tenants with a thirty
2 (30) day notice, informing the tenants that the number of tenants exceeds the legal limit and
3 must be reduced to the legal limit; provided that, no thirty (30) day notice is required if the
4 number of tenants was increased above the legal limit without the knowledge or consent of
5 the owner,

6 (B) After expiration of the thirty (30) day notice
7 required by subsection C11i(A) above, or at any time after receipt of the notice of violation if
8 no thirty (30) day notice is required pursuant to subsection C11i(A), the owner has served the
9 tenants with and the tenants have failed to comply with a ten (10) day notice to comply with
10 the maximum legal limit on the number of occupants or vacate, and

11 (C) If there is more than one (1) rental agreement
12 for the unit, the owner may choose which agreements to terminate; provided that, the owner
13 may either terminate no more than the minimum number of rental agreements necessary to
14 comply with the legal limit on the number of occupants, or, at the option of the owner,
15 terminate only those agreements involving the minimum number of occupants necessary to
16 comply with the legal limit.

17 ii. For any violation of the maximum legal limit on the
18 number of individuals allowed to reside in a unit that occurred with the knowledge or
19 consent of the owner, the owner is required to pay relocation assistance to the tenant(s) of
20 each such unit at least two (2) weeks prior to the date set for termination of the tenancy, at
21 the rate of:

1 (A) Two Thousand Dollars (\$2,000) for a tenant
2 household with an income during the past twelve (12) months at or below fifty (50) percent
3 of the county median income, or

4 (B) Two (2) months' rent for a tenant household
5 with an income during the past twelve (12) months above fifty (50) percent of the county
6 median income;

7 m. The owner seeks to discontinue use of an accessory dwelling
8 unit for which a permit has been obtained pursuant to SMC Section 23.44.041 after receipt
9 of a notice of violation of the development standards provided in that section. The owner is
10 required to pay relocation assistance to the tenant household residing in such a unit at least
11 two (2) weeks prior to the date set for termination of the tenancy, at the rate of:

12 i. Two Thousand Dollars (\$2,000) for a tenant household
13 with an income during the past twelve (12) months at or below fifty (50) percent of the
14 county median income, or

15 ii. Two (2) months' rent for a tenant household with an
16 income during the past twelve (12) months above fifty (50) percent of the county median
17 income;

18 n. An emergency order requiring that the housing unit be vacated
19 and closed has been issued pursuant to SMC Section 22.206.260 and the emergency
20 conditions identified in the order have not been corrected;

21 o. The owner seeks to discontinue sharing with a tenant the
22 owner's own housing unit, i.e., the unit in which the owner resides, or seeks to terminate the
23 tenancy of a tenant of an accessory dwelling unit authorized pursuant to SMC Section

1 23.44.041 that is accessory to the housing unit in which the owner resides, so long as the
2 owner has not received a notice of violation of the development standards of SMC Section
3 23.44.041 regarding that unit. If the owner has received such a notice of violation,
4 subsection C1m of this section applies;

5 p. A tenant, or with the consent of the tenant, his or her
6 subtenant, sublessee, resident or guest, has engaged in criminal activity on the premises, or
7 on the property or public right-of-way abutting the premises, and the owner has specified in
8 the notice of termination the crime alleged to have been committed and the general facts
9 supporting the allegation, and has assured that the Department of Planning and Development
10 has recorded receipt of a copy of the notice of termination. For purposes of this subsection a
11 person has "engaged in criminal activity" if he or she:

12 i. Engages in drug-related activity that would constitute a
13 violation of RCW Chapters 69.41, 69.50 or 69.52, or

14 ii. Engages in activity that is a crime under the laws of
15 this state, but only if the activity substantially affects the health or safety of other tenants or
16 the owner.

17 2. Any rental agreement provision which waives or purports to waive
18 any right, benefit or entitlement created by this subsection C shall be deemed void and of no
19 lawful force or effect.

20 3. With any termination notices required by law, owners terminating any
21 tenancy protected by this section shall advise the affected tenant or tenants in writing of the
22 reasons for the termination and the facts in support of those reasons.

1 4. If a tenant who has received a notice of termination of tenancy
2 claiming subsection C1e, C1f, or C1m of this section as the ground for termination believes
3 that the owner does not intend to carry out the stated reason for eviction and makes a
4 complaint to the Director, then the owner must, within ten (10) days of being notified by the
5 Director of the complaint, complete and file with the Director a certification stating the
6 owner's intent to carry out the stated reason for the eviction. The failure of the owner to
7 complete and file such a certification after a complaint by the tenant shall be a defense for
8 the tenant in an eviction action based on this ground.

9 5. In any action commenced to evict or to otherwise terminate the
10 tenancy of any tenant, it shall be a defense to the action that there was no just cause for such
11 eviction or termination as provided in this section.

12 6. It shall be a violation of this section for any owner to evict or attempt
13 to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant
14 using a notice which references subparagraphs 1e, 1f, 1h, 1k, 1l, or 1m of this subsection C
15 as grounds for eviction or termination of tenancy without fulfilling or carrying out the
16 stated reason for or condition justifying the termination of such tenancy.

17 7. An owner who evicts or attempts to evict a tenant or who terminates
18 or attempts to terminate the tenancy of a tenant using a notice which references
19 subparagraphs 1e, 1f or 1h of this subsection C as the ground for eviction or termination of
20 tenancy without fulfilling or carrying out the stated reason for or condition justifying the
21 termination of such tenancy shall be liable to such tenant in a private right for action for
22 damages up to Two Thousand Dollars (\$2,000), costs of suit or arbitration and reasonable
23 attorney's fees.

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Section 2. The provisions of this ordinance are declared to be separate and severable. The invalidity of any particular provision shall not affect the validity of any other provision.

Section 3. 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 15th day of March, 2004, and signed by me in open session in authentication of its passage this 15th day of March, 2004.

Jan Drago
President of the City Council

Approved by me this 5 day of March, 2004.
Gregory J. Nickels
Gregory J. Nickels, Mayor

Filed by me this 5th day of March, 2004.
Judith E. Pippin
City Clerk

(SEAL)

ATTACHMENT 1 -- EXCERPT FROM THE WASHINGTON STATE CONSTITUTION

Article I of the Washington Constitution Section 16: Eminent Domain.

Private property shall not be taken for private use, except for private ways of necessity, and for drains, flumes, or ditches on or across the lands of others for agricultural, domestic, or sanitary purposes. No private property shall be taken or damaged for public or private use without just compensation having been first made, or paid into court for the owner, and no right-of-way shall be appropriated to the use of any corporation other than municipal until full compensation therefor be first made in money, or ascertained and paid into court for the owner, irrespective of any benefit from any improvement proposed by such corporation, which compensation shall be ascertained by a jury, unless a jury be waived, as in other civil cases in courts of record, in the manner prescribed by law. **Whenever an attempt is made to take private property for a use alleged to be public, the question whether the contemplated use be really public shall be a judicial question, and determined as such, without regard to any legislative assertion that the use is public:** Provided, That the taking of private property by the state for land reclamation and settlement purposes is hereby declared to be for public use.

(Emphasis added.)



ATTACHMENT 2 -- SUMMARY OF THE MOBILE HOME PARKS RESIDENT OWNERSHIP ACT

In 1993, the legislature adopted Chapter 59.23 RCW seeking to protect the availability of mobile home park housing. To exercise a right of first refusal under Chapter 59.23 RCW, the tenants were required to organize into a "qualified tenant organization" and give the park owner written notice of their willingness to purchase the mobile home park. RCW 59.23.015. Once the park owner received such notice, the park owner was required to notify the tenants of any agreement to sell the park to a third party, as well as disclose the terms of that agreement. If the park owner failed to properly notify the qualified tenant organization, any sale to a third party would have been voidable. RCW 59.23.030. Upon receiving proper notice, tenants had 30 days in which to pay the park owner two percent of the third party's agreed purchase price and to tender a purchase and sale agreement as financially favorable as the agreement between the park owner and the third party. If the tenants met this requirement within the 30-day period, the park owner was required to sell them the park. If tenants failed to meet these requirements or if, in the case of seller financing, the park owner determined that selling to the tenants created a greater financial risk than selling to the third party, the park owner was allowed to sell to the third party. RCW 59.23.025.



**ATTACHMENT 3 -- PERTINENT SEATTLE MUNICIPAL CODE SECTIONS AFFECTED
BY SUPREME COURT RULING**

I. Code Excerpt Regarding Moorage Purchase Right

Chapter 7.20 FLOATING HOME MOORAGES

SMC 7.20.115 Sale of moorage or moorage site -- Prerequisites -- Penalty for violations.

A. No owner of a floating home moorage or moorage site may sell that moorage or moorage site without first offering to sell the property for the same price, terms, and conditions, with the two (2) exceptions noted in subsection 4B below, to the floating home owner or owners, respectively, who have leasehold interests at the moorage site or moorage, respectively, being sold. The offer which is sent to the floating home owners must be a bona fide offer, in writing, and must have been made in good faith. The offer must describe fully the price, terms, and conditions of the purchase offer being considered by the moorage or moorage site owner, and the eligible floating home owner must be provided with a copy of any pending purchase and sale agreement or other document containing the offer which is to be matched. As to any particular moorage site being sold, only the floating home owner whose floating home occupies that site shall be entitled to notice and opportunity to purchase as provided in this section. The offer shall be deemed received by the floating home owner either upon actual receipt of the offer by the floating home owner or three (3) days after notice of the offer has been mailed by certified mail to the floating home address and to such other address as has been provided in writing by the floating home owner to the moorage or moorage site owner.

B. Upon receipt of the owner's offer, the floating home owner or owners shall have thirty (30) calendar days in which to offer to enter into a real estate purchase and sales agreement containing, with the two (2) exceptions provided for below, the same price, terms, and conditions described in the offer. Irrespective of the terms included in the moorage or moorage site owner's original offer, (1) the floating home owner or owners shall be required to make an earnest money payment of three percent (3%) of the purchase price; and (2) the floating home owner or owners shall close the sale within sixty (60) days after a qualifying offer has been timely submitted in writing with the requisite earnest money payment to the moorage or moorage site owner, unless the failure to close is the fault of the moorage or moorage site owner. Any floating home owner or owners who have exercised this right to purchase a moorage or moorage site but have failed to close the sale as required under this section shall not again be eligible for the opportunity to purchase under this section, and no further notice need be provided to such floating home owner or owners,



for a period of one (1) year from the date on which the floating home owner or owners received notice of the pending offer.

C. In the event that the owner of a moorage containing more than one (1) site receives more than one (1) offer from eligible floating home owners to enter into a purchase and sale agreement pursuant to the provisions of subsections 4A and 4B above, the moorage owner may choose between or among such floating home owners by allowing them the opportunity to increase the amounts of their offers or by any other reasonable means. This section shall not be construed to create a right in eligible tenants to purchase their individual moorage sites when a moorage owner is selling an entire moorage containing more than one (1) site.

D. In addition to the other enforcement provisions of this chapter, any person who violates any provision of this section shall be liable for all damages to public or private property arising from such violation. Private persons shall have the right to bring suit for damages, equitable relief, or both, under this section and on their own behalf and on the behalf of all persons similarly situated. In addition, the court, in its discretion, may award attorney's fees and costs of the suit to the prevailing party.

II. Code Excerpt Regarding Post-rehabilitation Reoccupation Right

Chapter 22.206 HABITABLE BUILDINGS

SMC 22.206.160 Duties of owners.

C. Just Cause Eviction.

h. The owner seeks to do substantial rehabilitation in the building; provided that, the owner must obtain a tenant relocation license if required by SMC Chapter 22.210 and at least one (1) permit necessary for the rehabilitation, other than a Master Use Permit, before terminating the tenancy. **Any tenants dispossessed pursuant to this provision shall be notified in writing by the owner at the time of vacating the unit that the tenant has a right of first refusal for the rehabilitated unit. The owner shall notify the tenant in writing, mailed by regular mail to the last address provided by the tenant, when the unit is ready to be reoccupied, and the tenant shall exercise such right of first refusal within thirty (30) days of the owner's notice;**

(Emphasis added to indicate language to be removed.)



III. Code Excerpts Regarding Conversion Purchase Right

Chapter 22.902 COOPERATIVE CONVERSION

SMC 22.902.070 Purchase rights of tenant in possession.

With the notice provided in Section 22.902.060, the developer shall deliver to each tenant whose unit is to be offered for sale, a firm offer of sale of the unit that the tenant occupies. In the event that more than one (1) tenant occupies a single unit, the developer shall deliver the offer to all tenants jointly or separately. For sixty (60) days from the date of delivery of the offer the tenant shall have the exclusive right to purchase his or her unit. For a period of one (1) year following the rejection of an offer by the tenant in possession, the developer shall not offer the unit for sale to any other person on terms in any respect more favorable than those offered the tenant.

SMC 22.902.090 Subtenants' purchase rights.

Should a tenant reject an offer of sale, the subtenant in possession at the time the notice provided in Section 22.902.060 is delivered, shall be offered the unit on the same terms as those offered the tenant. For thirty (30) days following the offer or until the expiration of the tenants' sixty (60) day purchase period as provided in Section 22.902.070, whichever occurs later, the subtenant shall have the exclusive right to purchase the unit.

SMC 22.902.100 Rights of tenants in converted buildings to purchase other units in the building.

Should both the tenant and subtenant reject the offer of sale or vacate, the unit shall be made available to other tenants and subtenants in the building. The tenants' and subtenants' right to purchase another unit in the building shall extend to the end of the one-hundred-twenty (120) day notice period provided the tenant in possession of that unit; provided, that tenants and subtenants shall not have the right to purchase more than one (1) unit in the building. Whenever all tenants and subtenants in a building have indicated in writing their intention not to purchase a unit and that unit is or becomes vacant then the developer may offer for sale and sell the unit to the public.

SMC 22.902.220 Acceptance of offers.

Acceptance by tenants or other beneficiaries of offers provided pursuant to this chapter, shall be in writing and delivered to the developer by registered or certified mail postmarked on or before the expiration date of the offer.



Director's Report and Recommendation

AMENDMENT TO REMOVE REFERENCES TO RIGHT OF FIRST REFUSAL IN RESPONSE TO WASHINGTON SUPREME COURT RULING

June 11, 2002

I. SUMMARY

The Director of DCLU proposes the following amendments that will bring the Seattle Municipal Code (SMC) into compliance with state law as expressed by the Washington Supreme Court in *Manufactured Housing Communities of Washington v. State*, 142 Wn.2d 347 (2000). Three sections of the SMC granting private parties a right of first refusal are analogous to a provision of state law that the court found to be a violation of article I, section 16 of the state constitution. A separate ordinance has been prepared for each of the SMC sections to be amended.

II. ANALYSIS

Chapter 59.23 of the Revised Code of Washington, the Mobile Home Parks Resident Ownership Act (the Act), gave qualified tenants a right of first refusal to purchase a mobile home park (*see* summary in Attachment 2). It is similar in this regard to the following sections of the SMC (*see* Attachment 3):

- SMC Sections 7.20.115 and 7.20.150, which grants a floating home owner a right of first refusal to purchase the floating home moorage that the owner currently rents for the floating home (a moorage purchase right);
- the Just Cause Eviction Ordinance, SMC Section 22.206.160 C, which grants tenants a right of first refusal to rerent their rental unit when the owner rehabilitates the unit (a post-rehabilitation rerental right); and
- the Cooperative Conversion Ordinance, at SMC Sections 22.902.070, 22.902.090, 22.902.100 and 22.902.220, grants a tenant a right of first refusal when units are converted to a cooperative (a conversion purchase right).

The intended purpose of Seattle's moorage purchase right, post-rehabilitation rerental right, and conversion purchase right is to give residents of floating homes and apartment buildings an opportunity to remain in their homes when the rental units are either sold or vacated subject to rerenting. The owners of the mobile home park in *Manufactured Housing Communities* argued that the mere existence of the Act destroyed their right to (1) freely dispose of their property, (2) exclude others, and (3) immediately close the sale of their property. The court held that taking the right of first refusal from the owners and granting it to the tenants for their private use violates article I, section 16 of the Washington State Constitution, which states "No private property shall be taken . . . for



public or private use without just compensation having first been made" (See Attachment 1.)

II. RECOMMENDATION

The Director recommends repeal or amendment of the pertinent sections of the SMC shown on Attachment 3 to this report in order to comply with the state constitution as expressed by the Washington Supreme Court in *Manufactured Housing Communities of Washington v. State*.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

June 28, 2002

Honorable Peter Steinbrueck
President, Seattle City Council
Municipal Building, 11th Floor

Dear Council President Steinbrueck:

I am transmitting the attached ordinance for Council consideration.

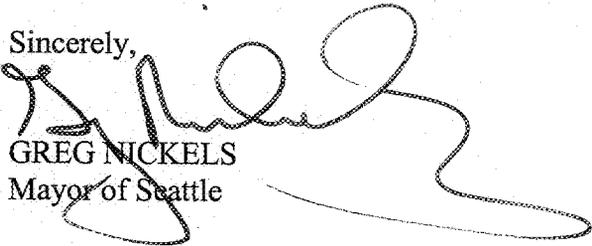
This ordinance, along with two companion ordinances, will bring the Seattle Municipal Code into compliance with state law as expressed by the Washington Supreme Court in *Manufactured Housing Communities of Washington v. State*, 142 Wn.2d 347 (2000). The proposed amendment to SMC 22.206.160 C.1.h. removes language granting tenants relocated due to substantial rehabilitation of their dwelling unit a right of first refusal to re-rent their unit. This code language is analogous to a provision of state law that the court found to be in violation of Article I, Section 16 of the state constitution.

In order to offer greater flexibility in protecting Seattle's citizens' lawful rights underlying the existing code, a separate ordinance has been prepared for each proposed amendment. The two companion ordinances propose amendments eliminating the right of first refusal granted to floating home owners for the purchase of their rented moorage, and the right of first refusal granted to tenants for purchase of units that are converted to cooperatives.

The proposed legislation is categorically exempt, pursuant to SMC 25.05.800 T, from threshold environmental determinations and EIS requirements.

Thank you for your consideration of this legislation. Should you have questions, please contact Mark Troxel at 206-615-1739 or via email at mark.troxel@ci.seattle.wa.us.

Sincerely,


GREG NICKELS
Mayor of Seattle

Attachments:

Director's Report and Recommendation
Proposed Ordinance Amending the Land Use Code



ORDINANCE _____

AN ORDINANCE relating to a tenant's right of first refusal, amending SMC Section 22.206.160 C to delete a tenant's right of first refusal to re-rent when an owner rehabilitates the tenant's unit.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection C of SMC Section 22.206.160, which Section was last amended by Ordinance 119617, is amended as follows:

22.206.160 Duties of owners.

* * *

C. Just Cause Eviction.

1. Pursuant to provisions of the state Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). In addition, owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:



1 a. The tenant fails to comply with a three (3) day notice to pay
2 rent or vacate pursuant to RCW 59.12.030(3); a ten (10) day notice to comply or vacate
3 pursuant to RCW 59.12.030(4); or a three (3) day notice to vacate for waste, nuisance
4 (including a drug-related activity nuisance pursuant to RCW Chapter 7.43) or maintenance
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8 month period;

9 c. The tenant fails to comply with a ten (10) day notice to comply
10 or vacate that requires compliance with a material term of the rental agreement or that
11 requires compliance with a material obligation under RCW 59.18;

12 d. The tenant habitually fails to comply with the material terms
13 of the rental agreement which causes the owner to serve a ten (10) day notice to comply or
14 vacate three (3) or more times in a twelve (12) month period;

15 e. The owner seeks possession so that the owner or a member of
16 his or her immediate family may occupy the unit as that person's principal residence and no
17 substantially equivalent unit is vacant and available in the same building. "Immediate
18 family" shall include the owner's domestic partner registered pursuant to Section 1 of
19 Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers and
20 sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There shall
21 be a rebuttable presumption of a violation of this subsection if the owner or a member of the
22 owner's immediate family fails to occupy the unit as that person's principal residence for at
23 least sixty (60) consecutive days during the ninety (90) days immediately after the tenant

1 vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the
2 cause for eviction;

3 f. The owner elects to sell a single-family dwelling unit and
4 gives the tenant at least sixty (60) days written notice prior to the date set for vacating, which
5 date shall coincide with the end of the term of a rental agreement, or if the agreement is
6 month to month, with the last day of a monthly period. For the purposes of this section, an
7 owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within
8 thirty (30) days after the tenant has vacated, including, at a minimum, listing it for sale at a
9 reasonable price with a realty agency or advertising it for sale at a reasonable price in a
10 newspaper of general circulation. There shall be a rebuttable presumption that the owner did
11 not intend to sell the unit if:

12 i. Within thirty (30) days after the tenant has vacated, the
13 owner does not list the single-family dwelling unit for sale at a reasonable price with a realty
14 agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

15 ii. Within ninety (90) days after the date the tenant
16 vacated or the date the property was listed for sale, whichever is later, the owner withdraws
17 the rental unit from the market, rents the unit to someone other than the former tenant, or
18 otherwise indicates that the owner does not intend to sell the unit;

19 g. The tenant's occupancy is conditioned upon employment on
20 the property and the employment relationship is terminated;

21 h. The owner seeks to do substantial rehabilitation in the
22 building; provided that, the owner must obtain a tenant relocation license if required by
23 SMC Chapter 22.210 and at least one (1) permit necessary for the rehabilitation, other than a



1 Master Use Permit, before terminating the tenancy(~~(--Any tenants dispossessed pursuant to~~
2 ~~this provision shall be notified in writing by the owner at the time of vacating the unit that~~
3 ~~the tenant has a right of first refusal for the rehabilitated unit. The owner shall notify the~~
4 ~~tenant in writing, mailed by regular mail to the last address provided by the tenant, when the~~
5 ~~unit is ready to be reoccupied, and the tenant shall exercise such right of first refusal within~~
6 ~~thirty (30) days of the owner's notice));~~

7 i. The owner elects to demolish the building, convert it to a
8 condominium or a cooperative, or convert it to a nonresidential use; provided that, the owner
9 must obtain a tenant relocation license if required by SMC Chapter 22.210 and a permit
10 necessary to demolish or change the use before terminating any tenancy;

11 j. The owner seeks to discontinue use of a housing unit
12 unauthorized by Title 23 of the Seattle Municipal Code after receipt of a notice of violation
13 thereof. The owner is required to pay relocation assistance to the tenant(s) of each such unit
14 at least two (2) weeks prior to the date set for termination of the tenancy, at the rate of:

15 i. Two Thousand Dollars (\$2,000) for a tenant household
16 with an income during the past twelve (12) months at or below fifty (50) percent of the
17 County median income, or

18 ii. Two (2) months' rent for a tenant household with an
19 income during the past twelve (12) months above fifty (50) percent of the County median
20 income;

21 k. The owner seeks to reduce the number of individuals residing
22 in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one
23 (1) dwelling unit, as required by SMC Title 23, and:



1 i. (A) The number of such individuals was more than
2 is lawful under the current version of SMC Title 23 or Title 24 but was lawful under SMC
3 Title 23 or 24 on August 10, 1994,

4 (B) That number has not increased with the
5 knowledge or consent of the owner at any time after August 10, 1994, and

6 (C) The owner is either unwilling or unable to
7 obtain a permit to allow the unit with that number of residents,

8 ii. The owner has served the tenants with a thirty (30) day
9 notice, informing the tenants that the number of tenants exceeds the legal limit and must be
10 reduced to the legal limit,

11 iii. After expiration of the thirty (30) day notice, the owner has
12 served the tenants with and the tenants have failed to comply with a ten (10) day notice to
13 comply with the limit on the number of occupants or vacate, and

14 iv. If there is more than one (1) rental agreement for the unit,
15 the owner may choose which agreements to terminate; provided that, the owner may either
16 terminate no more than the minimum number of rental agreements necessary to comply with
17 the legal limit on the number of occupants, or, at the owner's option, terminate only those
18 agreements involving the minimum number of occupants necessary to comply with the legal
19 limit;

20 1. i. The owner seeks to reduce the number of individuals who
21 reside in one (1) dwelling unit to comply with the legal limit after receipt of a notice of
22 violation of the SMC Title 23 restriction on the number of individuals allowed to reside in a
23 dwelling unit, and:



1 (A) The owner has served the tenants with a thirty
2 (30) day notice, informing the tenants that the number of tenants exceeds the legal limit and
3 must be reduced to the legal limit; provided that, no thirty (30) day notice is required if the
4 number of tenants was increased above the legal limit without the knowledge or consent of
5 the owner,

6 (B) After expiration of the thirty (30) day notice
7 required by subsection C11i(A) above, or at any time after receipt of the notice of violation if
8 no thirty (30) day notice is required pursuant to subsection C11i(A), the owner has served the
9 tenants with and the tenants have failed to comply with a ten (10) day notice to comply with
10 the maximum legal limit on the number of occupants or vacate, and

11 (C) If there is more than one (1) rental agreement
12 for the unit, the owner may choose which agreements to terminate; provided that, the owner
13 may either terminate no more than the minimum number of rental agreements necessary to
14 comply with the legal limit on the number of occupants, or, at the option of the owner,
15 terminate only those agreements involving the minimum number of occupants necessary to
16 comply with the legal limit.

17 ii. For any violation of the maximum legal limit on the
18 number of individuals allowed to reside in a unit that occurred with the knowledge or
19 consent of the owner, the owner is required to pay relocation assistance to the tenant(s) of
20 each such unit at least two (2) weeks prior to the date set for termination of the tenancy, at
21 the rate of:



1 (A) Two Thousand Dollars (\$2,000) for a tenant
2 household with an income during the past twelve (12) months at or below fifty (50) percent
3 of the county median income, or

4 (B) Two (2) months' rent for a tenant household
5 with an income during the past twelve (12) months above fifty (50) percent of the county
6 median income;

7 m. The owner seeks to discontinue use of an accessory dwelling
8 unit for which a permit has been obtained pursuant to SMC Section 23.44.041 after receipt
9 of a notice of violation of the development standards provided in that section. The owner is
10 required to pay relocation assistance to the tenant household residing in such a unit at least
11 two (2) weeks prior to the date set for termination of the tenancy, at the rate of:

12 i. Two Thousand Dollars (\$2,000) for a tenant household
13 with an income during the past twelve (12) months at or below fifty (50) percent of the
14 county median income, or

15 ii. Two (2) months' rent for a tenant household with an
16 income during the past twelve (12) months above fifty (50) percent of the county median
17 income;

18 n. An emergency order requiring that the housing unit be vacated
19 and closed has been issued pursuant to SMC Section 22.206.260 and the emergency
20 conditions identified in the order have not been corrected;

21 o. The owner seeks to discontinue sharing with a tenant the
22 owner's own housing unit, i.e., the unit in which the owner resides, or seeks to terminate the
23 tenancy of a tenant of an accessory dwelling unit authorized pursuant to SMC Section



1 23.44.041 that is accessory to the housing unit in which the owner resides, so long as the
2 owner has not received a notice of violation of the development standards of SMC Section
3 23.44.041 regarding that unit. If the owner has received such a notice of violation,
4 subsection C1m of this section applies;

5 p. A tenant, or with the consent of the tenant, his or her
6 subtenant, sublessee, resident or guest, has engaged in criminal activity on the premises, or
7 on the property or public right-of-way abutting the premises, and the owner has specified in
8 the notice of termination the crime alleged to have been committed and the general facts
9 supporting the allegation, and has assured that the Department of Design, Construction and
10 Land Use has recorded receipt of a copy of the notice of termination. For purposes of this
11 subsection a person has "engaged in criminal activity" if he or she:

12 i. Engages in drug-related activity that would constitute a
13 violation of RCW Chapters 69.41, 69.50 or 69.52, or

14 ii. Engages in activity that is a crime under the laws of
15 this state, but only if the activity substantially affects the health or safety of other tenants or
16 the owner.

17 2. Any rental agreement provision which waives or purports to waive
18 any right, benefit or entitlement created by this subsection C shall be deemed void and of no
19 lawful force or effect.

20 3. With any termination notices required by law, owners terminating any
21 tenancy protected by this section shall advise the affected tenant or tenants in writing of the
22 reasons for the termination and the facts in support of those reasons.

1 4. If a tenant who has received a notice of termination of tenancy
2 claiming subsection C1e, C1f, or C1m of this section as the ground for termination believes
3 that the owner does not intend to carry out the stated reason for eviction and makes a
4 complaint to the Director, then the owner must, within ten (10) days of being notified by the
5 Director of the complaint, complete and file with the Director a certification stating the
6 owner's intent to carry out the stated reason for the eviction. The failure of the owner to
7 complete and file such a certification after a complaint by the tenant shall be a defense for
8 the tenant in an eviction action based on this ground.

9 5. In any action commenced to evict or to otherwise terminate the
10 tenancy of any tenant, it shall be a defense to the action that there was no just cause for such
11 eviction or termination as provided in this section.

12 6. It shall be a violation of this section for any owner to evict or attempt
13 to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant
14 using a notice which references subparagraphs 1e, 1f, ~~((1h))~~ 1k, 1l, or 1m of this subsection
15 C as grounds for eviction or termination of tenancy without fulfilling or carrying out the
16 stated reason for or condition justifying the termination of such tenancy.

17 7. An owner who evicts or attempts to evict a tenant or who terminates
18 or attempts to terminate the tenancy of a tenant using a notice which references
19 subparagraphs 1e~~((s))~~ or 1f~~((s or 1h))~~ of this subsection C as the ground for eviction or
20 termination of tenancy without fulfilling or carrying out the stated reason for or condition
21 justifying the termination of such tenancy shall be liable to such tenant in a private right for
22 action for damages up to Two Thousand Dollars (\$2,000), costs of suit or arbitration and
23 reasonable attorney's fees.



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Section 2. The provisions of this ordinance are declared to be separate and severable. The invalidity of any particular provision shall not affect the validity of any other provision.

Section 3. 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 _____, 2002, and signed by me in open session in authentication of its passage this _____ day of _____, 2002.

President of the City Council

Approved by me this _____ day of _____, 2002.

Gregory J. Nickels, Mayor

Filed by me this _____ day of _____, 2002.

City Clerk

(SEAL)



ORDINANCE _____

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AN ORDINANCE relating to a tenant's right of first refusal, amending SMC Section 22.206.160 C to delete a tenant's right of first refusal to rent when an owner rehabilitates the tenant's unit.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection C of SMC Section 22.206.160, which Section was last amended by Ordinance 119617, is amended as follows:

22.206.160 Duties of owners.

* * *

C. Just Cause Eviction.

1. Pursuant to provisions of the state Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). In addition, owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:



1 a. The tenant fails to comply with a three (3) day notice to pay
2 rent or vacate pursuant to RCW 59.12.030(3); a ten (10) day notice to comply or vacate
3 pursuant to RCW 59.12.030(4); or a three (3) day notice to vacate for waste, nuisance
4 (including a drug-related activity nuisance pursuant to RCW Chapter 7.43) or maintenance
5 of an unlawful business or conduct pursuant to RCW 59.12.030(5);

6 b. The tenant habitually fails to pay rent when due which causes
7 the owner to notify the tenant in writing of late rent four (4) or more times in a twelve (12)
8 month period;

9 c. The tenant fails to comply with a ten (10) day notice to comply
10 or vacate that requires compliance with a material term of the rental agreement or that
11 requires compliance with a material obligation under RCW 59.18;

12 d. The tenant habitually fails to comply with the material terms
13 of the rental agreement which causes the owner to serve a ten (10) day notice to comply or
14 vacate three (3) or more times in a twelve (12) month period;

15 e. The owner seeks possession so that the owner or a member of
16 his or her immediate family may occupy the unit as that person's principal residence and no
17 substantially equivalent unit is vacant and available in the same building. "Immediate
18 family" shall include the owner's domestic partner registered pursuant to Section 1 of
19 Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers and
20 sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There shall
21 be a rebuttable presumption of a violation of this subsection if the owner or a member of the
22 owner's immediate family fails to occupy the unit as that person's principal residence for at
23 least sixty (60) consecutive days during the ninety (90) days immediately after the tenant



1 vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the
2 cause for eviction;

3 f. The owner elects to sell a single-family dwelling unit and
4 gives the tenant at least sixty (60) days written notice prior to the date set for vacating, which
5 date shall coincide with the end of the term of a rental agreement, or if the agreement is
6 month to month, with the last day of a monthly period. For the purposes of this section, an
7 owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within
8 thirty (30) days after the tenant has vacated, including, at a minimum, listing it for sale at a
9 reasonable price with a realty agency or advertising it for sale at a reasonable price in a
10 newspaper of general circulation. There shall be a rebuttable presumption that the owner did
11 not intend to sell the unit if:

12 i. Within thirty (30) days after the tenant has vacated, the
13 owner does not list the single-family dwelling unit for sale at a reasonable price with a realty
14 agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

15 ii. Within ninety (90) days after the date the tenant
16 vacated or the date the property was listed for sale, whichever is later, the owner withdraws
17 the rental unit from the market, rents the unit to someone other than the former tenant, or
18 otherwise indicates that the owner does not intend to sell the unit;

19 g. The tenant's occupancy is conditioned upon employment on
20 the property and the employment relationship is terminated;

21 h. The owner seeks to do substantial rehabilitation in the
22 building; provided that, the owner must obtain a tenant relocation license if required by
23 SMC Chapter 22.210 and at least one (1) permit necessary for the rehabilitation, other than a

1 Master Use Permit, before terminating the tenancy(~~(- Any tenants dispossessed pursuant to~~
2 ~~this provision shall be notified in writing by the owner at the time of vacating the unit that~~
3 ~~the tenant has a right of first refusal for the rehabilitated unit. The owner shall notify the~~
4 ~~tenant in writing, mailed by regular mail to the last address provided by the tenant, when the~~
5 ~~unit is ready to be reoccupied, and the tenant shall exercise such right of first refusal within~~
6 ~~thirty (30) days of the owner's notice));~~

7 i. The owner elects to demolish the building, convert it to a
8 condominium or a cooperative, or convert it to a nonresidential use; provided that, the owner
9 must obtain a tenant relocation license if required by SMC Chapter 22.210 and a permit
10 necessary to demolish or change the use before terminating any tenancy;

11 j. The owner seeks to discontinue use of a housing unit
12 unauthorized by Title 23 of the Seattle Municipal Code after receipt of a notice of violation
13 thereof. The owner is required to pay relocation assistance to the tenant(s) of each such unit
14 at least two (2) weeks prior to the date set for termination of the tenancy, at the rate of:

15 i. Two Thousand Dollars (\$2,000) for a tenant household
16 with an income during the past twelve (12) months at or below fifty (50) percent of the
17 County median income, or

18 ii. Two (2) months' rent for a tenant household with an
19 income during the past twelve (12) months above fifty (50) percent of the County median
20 income;

21 k. The owner seeks to reduce the number of individuals residing
22 in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one
23 (1) dwelling unit, as required by SMC Title 23, and:

1 i. (A) The number of such individuals was more than
2 is lawful under the current version of SMC Title 23 or Title 24 but was lawful under SMC
3 Title 23 or 24 on August 10, 1994,

4 (B) That number has not increased with the
5 knowledge or consent of the owner at any time after August 10, 1994, and

6 (C) The owner is either unwilling or unable to
7 obtain a permit to allow the unit with that number of residents,

8 ii. The owner has served the tenants with a thirty (30) day
9 notice, informing the tenants that the number of tenants exceeds the legal limit and must be
10 reduced to the legal limit,

11 iii. After expiration of the thirty (30) day notice, the owner has
12 served the tenants with and the tenants have failed to comply with a ten (10) day notice to
13 comply with the limit on the number of occupants or vacate, and

14 iv. If there is more than one (1) rental agreement for the unit,
15 the owner may choose which agreements to terminate; provided that, the owner may either
16 terminate no more than the minimum number of rental agreements necessary to comply with
17 the legal limit on the number of occupants, or, at the owner's option, terminate only those
18 agreements involving the minimum number of occupants necessary to comply with the legal
19 limit;

20 1. i. The owner seeks to reduce the number of individuals who
21 reside in one (1) dwelling unit to comply with the legal limit after receipt of a notice of
22 violation of the SMC Title 23 restriction on the number of individuals allowed to reside in a
23 dwelling unit, and:

1 (A) The owner has served the tenants with a thirty
2 (30) day notice, informing the tenants that the number of tenants exceeds the legal limit and
3 must be reduced to the legal limit; provided that, no thirty (30) day notice is required if the
4 number of tenants was increased above the legal limit without the knowledge or consent of
5 the owner,

6 (B) After expiration of the thirty (30) day notice
7 required by subsection C11i(A) above, or at any time after receipt of the notice of violation if
8 no thirty (30) day notice is required pursuant to subsection C11i(A), the owner has served the
9 tenants with and the tenants have failed to comply with a ten (10) day notice to comply with
10 the maximum legal limit on the number of occupants or vacate, and

11 (C) If there is more than one (1) rental agreement
12 for the unit, the owner may choose which agreements to terminate; provided that, the owner
13 may either terminate no more than the minimum number of rental agreements necessary to
14 comply with the legal limit on the number of occupants, or, at the option of the owner,
15 terminate only those agreements involving the minimum number of occupants necessary to
16 comply with the legal limit.

17 ii. For any violation of the maximum legal limit on the
18 number of individuals allowed to reside in a unit that occurred with the knowledge or
19 consent of the owner, the owner is required to pay relocation assistance to the tenant(s) of
20 each such unit at least two (2) weeks prior to the date set for termination of the tenancy, at
21 the rate of:



1 (A) Two Thousand Dollars (\$2,000) for a tenant
2 household with an income during the past twelve (12) months at or below fifty (50) percent
3 of the county median income, or

4 (B) Two (2) months' rent for a tenant household
5 with an income during the past twelve (12) months above fifty (50) percent of the county
6 median income;

7 m. The owner seeks to discontinue use of an accessory dwelling
8 unit for which a permit has been obtained pursuant to SMC Section 23.44.041 after receipt
9 of a notice of violation of the development standards provided in that section. The owner is
10 required to pay relocation assistance to the tenant household residing in such a unit at least
11 two (2) weeks prior to the date set for termination of the tenancy, at the rate of:

12 i. Two Thousand Dollars (\$2,000) for a tenant household
13 with an income during the past twelve (12) months at or below fifty (50) percent of the
14 county median income, or

15 ii. Two (2) months' rent for a tenant household with an
16 income during the past twelve (12) months above fifty (50) percent of the county median
17 income;

18 n. An emergency order requiring that the housing unit be vacated
19 and closed has been issued pursuant to SMC Section 22.206.260 and the emergency
20 conditions identified in the order have not been corrected;

21 o. The owner seeks to discontinue sharing with a tenant the
22 owner's own housing unit, i.e., the unit in which the owner resides, or seeks to terminate the
23 tenancy of a tenant of an accessory dwelling unit authorized pursuant to SMC Section

1 23.44.041 that is accessory to the housing unit in which the owner resides, so long as the
2 owner has not received a notice of violation of the development standards of SMC Section
3 23.44.041 regarding that unit. If the owner has received such a notice of violation,
4 subsection C1m of this section applies;

5 p. A tenant, or with the consent of the tenant, his or her
6 subtenant, sublessee, resident or guest, has engaged in criminal activity on the premises, or
7 on the property or public right-of-way abutting the premises, and the owner has specified in
8 the notice of termination the crime alleged to have been committed and the general facts
9 supporting the allegation, and has assured that the Department of Design, Construction and
10 Land Use has recorded receipt of a copy of the notice of termination. For purposes of this
11 subsection a person has "engaged in criminal activity" if he or she:

12 i. Engages in drug-related activity that would constitute a
13 violation of RCW Chapters 69.41, 69.50 or 69.52, or

14 ii. Engages in activity that is a crime under the laws of
15 this state, but only if the activity substantially affects the health or safety of other tenants or
16 the owner.

17 2. Any rental agreement provision which waives or purports to waive
18 any right, benefit or entitlement created by this subsection C shall be deemed void and of no
19 lawful force or effect.

20 3. With any termination notices required by law, owners terminating any
21 tenancy protected by this section shall advise the affected tenant or tenants in writing of the
22 reasons for the termination and the facts in support of those reasons.



1 4. If a tenant who has received a notice of termination of tenancy
2 claiming subsection C1e, C1f, or C1m of this section as the ground for termination believes
3 that the owner does not intend to carry out the stated reason for eviction and makes a
4 complaint to the Director, then the owner must, within ten (10) days of being notified by the
5 Director of the complaint, complete and file with the Director a certification stating the
6 owner's intent to carry out the stated reason for the eviction. The failure of the owner to
7 complete and file such a certification after a complaint by the tenant shall be a defense for
8 the tenant in an eviction action based on this ground.

9 5. In any action commenced to evict or to otherwise terminate the
10 tenancy of any tenant, it shall be a defense to the action that there was no just cause for such
11 eviction or termination as provided in this section.

12 6. It shall be a violation of this section for any owner to evict or attempt
13 to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant
14 using a notice which references subparagraphs 1e, 1f, 1h, 1k, 1l, or 1m of this subsection C
15 as grounds for eviction or termination of tenancy without fulfilling or carrying out the
16 stated reason for or condition justifying the termination of such tenancy.

17 7. An owner who evicts or attempts to evict a tenant or who terminates
18 or attempts to terminate the tenancy of a tenant using a notice which references
19 subparagraphs 1e, 1f or 1h of this subsection C as the ground for eviction or termination of
20 tenancy without fulfilling or carrying out the stated reason for or condition justifying the
21 termination of such tenancy shall be liable to such tenant in a private right for action for
22 damages up to Two Thousand Dollars (\$2,000), costs of suit or arbitration and reasonable
23 attorney's fees.

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Section 2. The provisions of this ordinance are declared to be separate and severable. The invalidity of any particular provision shall not affect the validity of any other provision.

Section 3. 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 _____, 2004, and signed by me in open session in authentication of its passage this _____ day of _____, 2004.

President of the City Council

Approved by me this _____ day of _____, 2004.

Gregory J. Nickels, Mayor

Filed by me this _____ day of _____, 2002.

City Clerk

(SEAL)



STATE OF WASHINGTON – KING COUNTY

--SS.

169373
City of Seattle, Clerk's Office

No. ORDINANCE IN FULL

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:121408 ORD IN FULL

was published on

3/10/2004

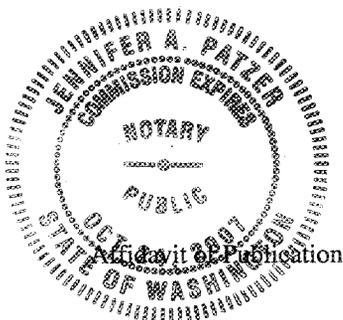
Melinda

Subscribed and sworn to before me on

3/10/2004

Jennifer Patzer

Notary public for the State of Washington,
residing in Seattle



Affidavit of Publication

State of Washington, King County

City of Seattle

ORDINANCE 121408

AN ORDINANCE relating to a tenant's right of first refusal, amending SMC Section 22.206.160 C to delete a tenant's right of first refusal to rent when an owner rehabilitates the tenant's unit.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsect. 10, 22.206.160, which Section is amended by Ordinance 118817.

KITITAS COUNTY SUMMONS BY PUBLICATION Superior Court No. 03-3-00174-7

4/7(109053)

DAVID E. HARRIS, WSBA 48, Attorney for Petitioner, P.O. Box 1227, Aquash, WA 98027-3229 425-8517.

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Vertical text on the left side of the page, including 'City of Seattle', 'ORDINANCE 121408', and 'AN ORDINANCE relating to a tenant's right of first refusal...'.

Vertical text on the right side of the page, including 'KITITAS COUNTY', 'SUMMONS BY PUBLICATION', and 'Superior Court No. 03-3-00174-7'.

Main body of text on the right side, including 'DAVID E. HARRIS, WSBA 48, Attorney for Petitioner...' and 'This summons is issued pursuant to RCW 4.28.100 and Superior Court Civil Rule 4.1 of the State of Washington...'.

NOTICES

State of

Washington