

# **SEATTLE CITY COUNCIL**

# **Legislative Summary**

# CB 119658

Record	No.:	CB ·	119658	

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125951

In Control: City Clerk

File Created: 09/10/2019

Final Action: 10/11/2019

Title: AN ORDINANCE relating to rental agreements; relieving a tenant experiencing domestic violence, sexual assault, unlawful harassment, or stalking from liability for damage to the landlord's property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking; creating a landlord mitigation program; and amending Sections 7.24.020, 7.24.030, and 22.206.170 of, and adding new Section 7.24.033 to, the Seattle Municipal Code.

		<u>Date</u>	
Notes:		Filed with City Clerk:	
		Mayor's Signature:	
Sponsors:	Herbold	Vetoed by Mayor:	
		Veto Overridden:	
		Veto Sustained:	
Attachments:	Mayors Letter on Returning Bill Unsigned		
Drafter:	patrick.wigren@seattle.gov		
		Filing Requirements/Dept Action:	

Histo	ory of Legislati	ve File		Legal Notice Published:	☐ Yes	☐ No		
Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
1	City Clerk  Action Text:			Council President's Office . to the Council President's Office				
1	Council President Office	d's 09/13/2019	sent for review	Civil Rights, Utilities, Economic Development, and Arts Committee				
		The Council Bill (CB) wa Arts Committee	s sent for review	. to the Civil Rights, Utilities, Econd	omic Developi	ment, and		

# Legislative Summary Continued (CB 119658)

1 City Council

09/23/2019 referred

Civil Rights, Utilities,

Economic Development, and Arts Committee

**Action Text:** 

The Council Bill (CB) was referred. to the Civil Rights, Utilities, Economic Development, and Arts

Committee

Civil Rights, Utilities,

09/24/2019 pass

Pass

Economic Development, and Arts Committee

Action Text:

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 2

Chair Herbold, Member O'Brien

Opposed: 0

City Council

09/30/2019 passed

Action Text:

The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

Pass

In Favor: 8

Councilmember Bagshaw, Council President Harrell, Councilmember Herbold, Councilmember Juarez, Councilmember Mosqueda,

Councilmember O'Brien, Councilmember Pacheco, Councilmember

Opposed: 0

City Clerk

10/03/2019 submitted for

Mayor

Mayor's signature

Mayor

10/11/2019 returned unsigned

Action Text:

The Council Bill (CB) was returned unsigned.

Mayor

10/11/2019 returned

City Clerk

Action Text:

The Council Bill (CB) was returned, to the City Clerk

City Clerk

10/11/2019 attested by City Clerk

Action Text:

The Ordinance (Ord) was attested by City Clerk.

# **CITY OF SEATTLE**

ORDINANCE 125951

COUNCIL BILL 19658

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AN ORDINANCE relating to rental agreements; relieving a tenant experiencing domestic violence, sexual assault, unlawful harassment, or stalking from liability for damage to the landlord's property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking; creating a landlord mitigation program; and amending Sections 7.24.020, 7.24.030, and 22.206.170 of, and adding new Section 7.24.033 to, the Seattle Municipal Code.

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WHEREAS, on February 4, 2019, Council adopted Resolution 31861, which outlined harms that evictions from housing have on tenants and marginalized communities; and

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WHEREAS, Resolution 31861 prioritized exploration of solutions for seven problems identified

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in the Seattle Women's Commission and Housing Justice Project report "Losing Home:

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The Human Cost of Eviction in Seattle"; and

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WHEREAS, "Losing Home" identified domestic violence as a reason tenants fall behind on rent

and that domestic violence was a precursor to housing instability, especially for women;

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and

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WHEREAS, the first problem identified for Council to address in Resolution 31861 was the "financial hardship for tenants experiencing domestic violence who are held liable for

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damages caused by a perpetrator of domestic violence"; and

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WHEREAS, costs arising from acts of domestic violence can force a person experiencing

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domestic violence to go back to their abuser for financial reasons; and

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WHEREAS, the formation of a landlord mitigation program allows the City to relieve the

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potential burden on survivors to pay for damages and support landlords who may not be

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able to recover damages from the perpetrator who has caused the damage and should be

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responsible for paying for repairs;

	Asha Venkataraman LEG Damages from DV and Other Crimes ORD D3a
1	WHEREAS, Council intends to further strengthen provisions enforcing laws protecting
2	survivors, including passing legislation to ensure the Seattle Department of Construction
3	and Inspections can enforce state provisions regarding early termination of rental
4	agreements for survivors of domestic violence, sexual assault, stalking, and unlawful
5	harassment; NOW, THEREFORE,
6	BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:
7	Section 1. Section 7.24.020 of the Seattle Municipal Code, last amended by Ordinance
8	125901, is amended as follows:
9	7.24.020 Definitions
10	As used in this Chapter 7.24:
11	"Department" means the Seattle Department of Construction and Inspections or its
12	successor.
13	"Domestic violence" has the meaning defined in RCW 26.50.010 as amended.
14	"Director" means the Director of the Seattle Department of Construction and Inspections
15	or the Director's designee.
16	"Family or household members" has the meaning defined in RCW 26.50.010 as
17	amended.
18	"Hearing Examiner" means the official appointed by the Council and designated as the
19	Hearing Examiner, or that person's designee (Deputy Hearing Examiner, Hearing Examiner Pro
20	Tem, etc.).
21	"Housing costs" means rent as defined by chapter 59.18 RCW.
22	"Intimate partner" has the meaning defined in RCW 26.50.010 as amended. For purposes
23	of this definition, "dating relationship" has the meaning defined in RCW 26.50.010 as amended.

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"Pet damage deposit" means money that is paid by the tenant to the landlord at any time as security to pay for damage to the landlord's property that is caused by a pet for which the tenant is responsible.

"Qualified third party" means any of the following people acting in their official or employment capacity:

- 1. Law enforcement officers;
- 2. Persons subject to the provisions of chapter 18.120 RCW;
- 3. Employees of a court of the state;
- 4. Licensed mental health professionals or other licensed counselors;
- 5. Employees of crime victim/witness programs as defined in RCW 7.69.020 who are trained advocates for the program;
  - 6. Members of the clergy as defined in RCW 26.44.020; and
  - 7. Persons performing case management employed at social service agencies.

\* \* \*

"Security deposit" means any payment, fee, charge, or deposit of money paid to the landlord by the tenant at the beginning of the tenancy as a deposit and security for performance of the tenant's obligations in a written rental agreement, but does not include payment of a reservation fee authorized by RCW 59.18.253(2) or a payment to assure the payment of rent, provided that a security deposit may be applied to rent as provided in Section 7.24.030. Security deposits include payments, charges, or deposits for the purpose of:

Asha Venkataraman		
LEG Damages from I	OV and Other Crimes C	)RD
D3a		

1	1. Repairing damage to the premises, exclusive of ordinary wear and tear, caused
2	by the tenant, or by a guest or licensee of the tenant unless the tenant is exempt from liability
3	pursuant to subsection 7.24.030.H.
4	2. Compensating the landlord for the tenant's breach of the tenant's duties
5	prescribed in the rental agreement to restore, replace, or return personal property or
6	appurtenances.
7	3. Compensating the landlord for the tenant's failure to return keys to the
8	premises, except that a landlord shall not retain any portion of the deposit for keys for lock
9	mechanisms that must be changed upon a change of tenancy pursuant to subsection
10	22.206.140.A.7.
11	"Sexual assault" has the meaning defined in RCW 70.125.030 as amended.
12	"Stalking" has the meaning defined in RCW 9A.46.110 as amended.
13	"Tenant" ((means a "tenant" as)) has the meaning defined in and within the scope of
14	RCW 59.18.030 and RCW 59.18.040 as amended. ((of the RLTA in effect at the time the rental
15	agreement is executed. At the time of passage of the ordinance codified in this chapter, the
16	RLTA defined "tenant" as "any person who is entitled to occupy a dwelling unit primarily for
17	living or dwelling purposes under a rental agreement."))
18	"Unlawful harassment" has the meaning defined in RCW 59.18.570 as amended.
19	Section 2. Section 7.24.030 of the Seattle Municipal Code, last amended by Ordinance
20	125901, is amended as follows:
21	7.24.030 Rental agreement requirements
22	* * *

	D3a
1	H. Any rental agreement entered into after December 31, 2019 is subject to the
2	requirements of this subsection 7.24.030.H.
3	1. A tenant is not liable for damage to the landlord's property that was caused by
4	a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking if:
5	a. The tenant notifies the landlord in writing that the tenant, family or
6	household member, or intimate partner was a victim of domestic violence, sexual assault,
7	unlawful harassment, or stalking and that the damage to the landlord's property was caused by
8	the perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking
9	regardless of whether the property damage occurred during an act of domestic violence, sexual
10	assault, unlawful harassment, or stalking; and
11	b. The tenant provides documentation to the landlord that the tenant,
12	family or household member, or intimate partner was a victim of domestic violence, sexual
13	assault, unlawful harassment, or stalking and that the perpetrator of the domestic violence, sexua
14	assault, unlawful harassment, or stalking caused the property damage. The documentation shall
15	consist of a document signed and dated by a qualified third party stating:
16	1) That the tenant notified the qualified third party that the tenant,
17	family or household member, or intimate partner was a victim of domestic violence, sexual
18	assault, unlawful harassment, or stalking;
19	2) The time and date the act or acts of property damage occurred;
20	3) The location where the act or acts of property damage occurred;
21	4) A brief description of the act or acts of property damage; and
22	5) That the tenant informed the qualified third party of the name of
23	the perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or
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1	stalking and that the perpetrator is the person who caused the property damage. The record of the
2	report provided to the tenant, family or household member, or intimate partner shall not include
3	the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault,
4	unlawful harassment, or stalking. The qualified third party shall keep a copy of the record of the
5	report and shall note on the retained copy the name of the alleged perpetrator of the act or acts of
6	domestic violence, sexual assault, unlawful harassment, or stalking. The written record may be in
7	the form of a copy of a valid order of protection, if it contains elements 7.24.030.H.1.b.1 through
8	7.24.030.H.1.b.5, under one or more of the following: chapters 7.90, 26.26A, 26.26B, or 26.50
9	RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040(2) or (3), or 26.09.050.
10	2. The provision of verification of a report under subsection 7.24.030.H.1.b does

- 2. The provision of verification of a report under subsection 7.24.030.H.1.b does not waive the confidential or privileged nature of the communication between a victim of domestic violence, sexual assault, unlawful harassment, or stalking with a qualified third party pursuant to RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence obtained from such disclosure may be used in any civil, administrative, or criminal proceeding against the victim unless a written waiver of applicable evidentiary privilege is obtained, except that the verification itself, and no other privileged information, under subsection 7.24.030.H.1.b may be used in civil proceedings brought under this Section 7.24.030.
- 3. Nothing in this subsection 7.24.030.H precludes a landlord from seeking compensation from the perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking for damage to the landlord's property caused by the perpetrator.
- Section 3. A new Section 7.24.033 is added to the Seattle Municipal Code as follows:

  7.24.033 Landlord mitigation program for damages caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking

# A. Program established

- 1. A landlord mitigation program is established to reimburse landlords for certain costs incurred by the landlord to repair damage to the landlord's real or personal property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking when the victim of the domestic violence, sexual assault, unlawful harassment, or stalking occupies the rental unit and is the tenant, a member of the tenant's family or household, or an intimate partner.
- 2. Reimbursement is authorized for damage to the landlord's real or personal property, excluding normal wear and tear, including but are not limited to: Wall gouges and holes; damage to doors and cabinets, including hardware; carpet stains or burns; cracked tiles or hard surfaces; broken windows; damage to household fixtures such as disposals, toilets, sinks, sink handles, ceiling fans, and lighting.
  - B. Requirements for reimbursement

To obtain reimbursement, the landlord must:

- 1. Have registered the rental property with the Department if registration is otherwise required by Section 22.214.040;
- 2. Have completed the move-in checklist or statement required by RCW 59.18.260, that is signed and dated by the landlord and the tenant, and provided the tenant with a copy of the signed checklist or statement;
  - 3. Have repaired the damaged property;
- 4. Have sought compensation for the damage pursuant to any property insurance policy and have had the claim denied;
- 5. Apply for reimbursement to the Department on a form provided by the Department and signed by the landlord under penalty of perjury;

- 6. Submit to the Department materials substantiating the damage and the cost of repair, such as a copy of the inspection checklist or statement identified in subsection 7.24.033.B.2, documents and materials describing the property damage, including but not limited to photographs or videos showing the property damage and copies of repair receipts for labor and materials;
- 7. Submit written or documentary evidence to the Department showing that the property damage was caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking, regardless of whether damage was caused during an act of domestic violence, sexual assault, unlawful harassment, or stalking;
- 8. Submit written or documentary evidence to the Department showing that when the property damage occurred:
- a. The rental unit was occupied by a tenant, a member of the tenant's family or household, or an intimate partner;
- b. The occupant was a victim of the domestic violence, sexual assault, unlawful harassment, or stalking; and
- c. The perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking is the same person who damaged the property;
- 9. Agree to waive any right to seek compensation from the tenant for the property damage eligible for reimbursement under the program;
- 10. Not have obtained compensation from the person who caused the property damage unless the amount of compensation obtained is less than the amount of reimbursement allowed by this Section 7.24.033, in which case the amount of reimbursement allowed shall be reduced by the amount of compensation obtained. If the landlord obtains compensation from the

Department, while acting within the scope of their employment or agency, is liable to any person

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	Asha Venkataraman LEG Damages from DV and Other Crimes ORD D3a
1	for any loss, damage, harm, or other consequence resulting directly or indirectly from the
2	Department's administration of the landlord mitigation program or decisions made under this
3	Section 7.24.033.
4	Section 4. The Department should adopt rules to implement Section 3 of this ordinance
5	no later than July 1, 2020.
6	Section 5. Section 22.206.170 of the Seattle Municipal Code, last amended by Ordinance
7	125343, is amended as follows:
8	22.206.170 Duties of tenants
9	It ((shall be)) is the duty of every tenant to:
10	* * *
11	E. Within a reasonable time, repair or pay for the reasonable cost of repair of all damage
12	to the building caused by the negligent or intentional act of the tenant or the invitees or licensees
13	of the tenant, unless the tenant is exempt from liability pursuant to subsection 7.24.030.H;
14	* * *

Asha Venkataraman





October 11, 2019

Monica Martinez Simmons Seattle City Clerk 600 4<sup>th</sup> Avenue, 3<sup>rd</sup> Floor Seattle, WA 98124

Dear Ms. Martinez Simmons,

I strongly believe we need to pursue every opportunity to ensure families have access to stable housing and to do more to protect renters, especially renters who are also victims of domestic violence. The City of Seattle must provide every possible support for survivors of domestic violence and their families.

Council Bill 119606 and Council Bill 119658 were passed by City Council and reflect our shared goals of helping renters stay in their homes and protecting domestic violence survivors. However, a review of the legislation and advice from the City's lawyers raise significant financial, legal, and implementation concerns with these bills. Because of these concerns, I have returned Council Bill 119606 and Council Bill 119658 unsigned, understanding they will become law.

I am mindful that the recent Showbox litigation cost the City \$1.36 million to resolve, which included payment to the plaintiff and City's own outside counsel fees. These resources could have helped many in our city who rely on our support. However, I also understand that the margin of Council support indicate that they want to move forward despite the legal and financial risk.

As we have been advised, Council Bill 119606 significantly expands the definition of "family" and other permissible co-tenants and greatly restricts any landlord's ability to limit the number of persons who may occupy the premises. We must ensure that renting remains affordable for all Seattle residents. Allowing tenants to join with family and roommates is an economic reality in our city and is an important component of a livable, welcoming and affordable city. However, Council Bill 119606 unfortunately stretches the definition of additional occupants in a rental unit in a manner that raises important legal concerns that may subject the bill to litigation. These legal concerns, combined with the truly immediate need for and co-living arrangements, could generate significant uncertainty and could result in an increased need for relevant City departments to help resolve the confusion; yet Council has provided no clear path or budgetary resources to address this.

No survivor of domestic abuse should then be forced to pay for damages, or, worse, lose their housing because of the damages caused by their abuser. Council Bill 119658 aims to address this challenge by relieving tenants from liability to a landlord for damage caused by an alleged perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking upon a tenant. It also establishes a landlord mitigation program to reimburse property owners for costs incurred by them to repair such property

damage. Both of these are the right goals. However, the way the bill accomplishes its intended goals creates several legal concerns that were left unaddressed before passage.

In addition, the mitigation fund, which the bill sponsor has stated is intended to reduce the likelihood of the ordinance being challenged in court, is not only unfunded in the legislation, the formula used would not cover all damages. The landlord could theoretically pursue the abuser for the damages, but it is unlikely that they will have the actual ability to do so, and the mitigation fund is designed to not fully compensate a landlord for the losses they experience because of the property destruction. I am concerned this may lead to legal challenges or collateral consequences for the victim tenant, thereby failing to achieve its stated goal. I am fully committed to finding a true solution for those tenants experiencing domestic violence (including alternatives proposed by Seattle Department of Constructions and Inspections) and we are prepared to work with interested stakeholders to remedy the potential problems created by this bill.

For both bills, we stand ready to assist and prepare legislation that addresses these concerns. I am hopeful revised legislation can be enacted to correct the risks, because experience has shown failing to heed the legal risks of legislation often expensively delays needed protections that help those most vulnerable and most in need of protection.

Sincerely,

Jenny A. Durkan Mayor of Seattle

enny A. Durken

# STATE OF WASHINGTON -- KING COUNTY

--ss.

379066

No. TITLE ONLY

CITY OF SEATTLE, CLERKS OFFICE

# **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 12<sup>th</sup> 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:125949-961.865219

was published on

10/30/19

The amount of the fee charged for the foregoing publication is the sum of \$250.13.

Subscribed and sworn to before me on

10/30/2019

Notary public for the State of Washington, residing in Seattle

Affidavit of Publication

# State of Washington, King County

# City of Seattle

The full text of the following legislation, passed by the City Council on September 30. 2019, and published below by title only, will be mailed upon request, or can be accessed at http://seattle.legistar.com. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

#### Ordinance 125949

### Council Bill 119660

AN ORDINANCE appropriating money to pay certain audited claims for the week of September 16, 2019 through September 20, 2019 and ordering the payment thereof.

#### Ordinance 125950

#### Council Bill 119606

AN ORDINANCE relating to rental properties; restricting a landlord's ability to limit the number of persons residing in a rental unit; prohibiting the use of conditions that are applied to persons residing in a rental unit who are not tenants; and amending Sections 7.24.030 and 7.24.030 of, and adding new Sections 7.24.031 and 7.24.032 to, the Seattle Municipal Code.

# Ordinance 125951

# Council Bill 119658

AN ORDINANCE relating to rental AN ORDINANCE relating to rental agreements; relieving a tenant experiencing domestic violence, sexual assault, unlawful harassment, or stalking from liability for damage to the landlord's property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking; creating a landlord mitigation program; and amending Sections 7.24.020, 7.24.030, and 22.206.170 of, and adding new Section 7.24.033 to, the Seattle Municipal Code.

# Ordinance 125952

# Council Bill 119619

AN ORDINANCE relating to notices to AN ORDINANCE relating to notices to residential rental tenants; requiring certain notices to contain a reference to City landlord-tenant information and resources; and amending Section 22.206.180 of the Seattle Municipal Code.

# Ordinance 125953

# Council Bill 119620

AN ORDINANCE relating to residential rent payments; requiring receipts and non-electronic payment options; and amending Section 7.24.030 of the Seattle Municipal Code.

# Ordinance 125954

# Council Bill 119621

AN ORDINANCE relating to termina-AN ORDINANCE relating to termina-tion of residential renarcies; requir-ing compliance with the Rental Registration and Inspection Ordinance before issuing notices to terminate a tenancy; and amend-ing Sections 22.206.160 and 22.214.075 of the Seattle Municipal Code.

## Ordinance 125955

### Council Bill 119639

Council Bill 119639

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights to be surplus to the needs of Seattle Public Utilities; and authorizing the General Manager/CEO of Seattle Public Utilities and authorizing the General Manager/CEO of Seattle Public Utilities to execute an easement agreement with Little Green Valley, LLC, a Washington limited liability company; Nancy J. Gleason; Ron L. Nickell aka Ronald L. Nickell and Sandra Flint Nickell, Husband and Wife; William H. Flint; The Heirs of Charles Eugene Flint; and Joan H. Zimmerman, allowing the use of certain City of Seattle property in the north half of the southwest quarter of Section 5, Township 22 North, Range 6 East, W.M., in King County Washington for access purposes.

Ordinance 125956

## Ordinance 125956

#### Council Bill 119631

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer of City Light to execute the NorthernGrid Funding Agreement; authorizing the execution of supplements, extensions, and amendments to such agreement subject to appropriated budget authority; and ratifying and confirming certain prior acts.

#### Ordinance 125957

#### Council Bill 119632

AN\_ORDINANCE relating to the City Light Department; granting authority for the Department to offer term-limited pilot programs to study demand response and low-income assistance programs.

#### Ordinance 125958

#### Council Bill 119633

AN ORDINANCE relating to the rates, terms, and conditions for the use and sale of electricity supplied by the City Light Department for 2020; amending Seattle Municipal Code (SMC) Sections 21.49.030, 21.49.052, 21.49.055, 21.49.057, and 21.49.081; adding a new Section 21.49.070 to the SMC; and ratifying and confirming certain prior acts.

#### Ordinance 125959

#### Council Bill 119659

AN ORDINANCE relating to emergency assistance for low-income City Light Department and Seattle Public Utilities Department customers; amending Sections 21.49.042 and 21.76.065 of the Seattle Municipal Code to expand and align eligibility and assistance guidelines for emergency assistance programs.

### Ordinance 125960

### Council Bill 119635

AN ORDINANCE relating to the City Light Department and the Office of Housing transferring jurisdiction of the former Loyal Heights and Phinney Substation properties from the City Light Department to the Office of Housing for the purpose of developing permanently affordable home ownership.

# Ordinance 125961

## Council Bill 119614

AN ORDINANCE vacating Carr Place North between North 34th Street and North 35th Street, on the petition of Seattle Public Utilities (Clerk File 312535).

## Ordinance 865219

## Council Bill None

AN ORDINANCE for testing our passed AN ORDINANCE IO.

legislation process
Date of publication in the Seattle Daily
Journal of Commerce, October 30, 2019.

10/30(379066)