

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion of Requirements to Provide Voter Registration Materials to Tenants – Sponsored by Deputy Mayor Winstead and Councilmember McGlashan
<b>DEPARTMENT:</b>	City Manager’s Office
<b>PRESENTED BY:</b>	Alex Herzog, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Deputy Mayor Winstead and Councilmember McGlashan have requested that Council discuss enacting revisions to the Shoreline Municipal Code that would require landlords to provide voter registration materials to tenants upon signing a rental agreement. State law already requires that landlords provide information on a number of aspects of the facilities being rented at the time a rental agreement is signed, including fire safety and protection, health hazards associated with exposure to indoor mold, and the landlord’s address and contact information ([RCW 59.18.060](#)). If the City Council were to adopt the legislation covered in tonight’s discussion, landlords would be required to include King County Elections-prepared materials in addition to the materials required by State law.

The Seattle City Council, on June 19, 2017, passed legislation (Attachment A) similar to that being discussed tonight. Seattle property owners are now required to provide to tenants voter registration information about how to register to vote (or update voter registration information) and a voter registration form (Attachment B) in addition to its summary of Washington State and City of Seattle landlord/tenant regulations. Seattle’s summary of regulations (Attachment C) includes a number that exceed the State’s, such as obligations of landlords and tenants, just cause for eviction, actions considered to be harassment or retaliation, and other Seattle ordinances that affect tenants and landlords. Seattle’s Department of Construction and Inspections (SDCI) manages the processes of outreach and enforcement with regard to its numerous tenant-landlord regulations. Neither SDCI nor landlords are required (or encouraged) to advise tenants about registering to vote, provide guidance on a tenant’s eligibility to vote, or assist a tenant in completing or submitting registration forms.

Aside from standard building and property maintenance codes, the City does not have any other tenant-landlord regulations.

**RESOURCE/FINANCIAL IMPACT:**

There is no impact to tonight's discussion. However, if Shoreline enacts regulations requiring landlords to provide voter registration materials to tenants upon signing a rental agreement, outreach and enforcement would fall to the City. Shoreline may need additional full-time staff for purposes of outreach and enforcement of such regulations. And, providing hardcopy materials to landlords may have a small financial impact on the City though materials would presumably be primarily provided electronically.

**RECOMMENDATION**

No formal action is required at this time. Staff recommends that Council discuss the various aspects of legislation requiring landlords to provide voter registration information and materials to tenants. Council should also determine if there are any further questions or information that staff should bring back for Council consideration, and if Council would like to consider this type of legislation for adoption.

Approved By:           City Manager **DT**   City Attorney **JA-T**

## **BACKGROUND**

State law already requires that landlords provide information on a number of aspects of the facilities being rented at the time a rental agreement is signed, including fire safety and protection, health hazards associated with exposure to indoor mold, and the landlord's address and contact information ([RCW 59.18.060](#)).

The Seattle City Council, on June 19, 2017, passed legislation (Attachment A) similar to that being discussed tonight. Seattle property owners are now required to provide to tenants voter registration information about how to register to vote (or update voter registration information) and a voter registration form (Attachment B) in addition to its summary of Washington State and City of Seattle landlord/tenant regulations. Seattle's summary of regulations (Attachment C) includes a number that exceed the State's, such as obligations of landlords and tenants, just cause for eviction, actions considered to be harassment or retaliation, and other Seattle ordinances that affect tenants and landlords.

Seattle's SDCI manages the processes of outreach and enforcement with regard to its numerous tenant-landlord regulations. Neither SDCI nor landlords are required (or encouraged) to advise tenants about registering to vote, provide guidance on a tenant's eligibility to vote, or assist a tenant in completing or submitting registration forms.

## **DISCUSSION**

### **Population on the Move**

The American Political Science Review found that "neither demographic nor attitudinal attributes explain lower turnout [of people who have recently moved]. Instead, the requirement that citizens must register anew after each change in residence constitutes the key stumbling block in the trip to the polls. Since nearly one-third of the nation moves every two years, moving has a large impact on national turnout rates."<sup>1</sup>

Further, according to the Washington State Office of Financial Management, King County's population grew 2.3% from 2,105,100 to 2,153,700.<sup>2</sup> Similarly, "from July 1, 2015, to July 1, 2016, Seattle had a net gain of nearly 21,000 people — 57 a day, on average. That pencils out to a 3.1 percent population increase for the one-year period. Among the 50 most populous cities in the nation, that's easily the fastest rate of growth. Previously, Seattle had ranked fourth among big cities."<sup>3</sup>

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<sup>1</sup> Squire, Peverill. "Residential Mobility and Voter Turnout." *The American Political Science Review*, vol. 81, no. 1, 1 Mar. 1987, pp. 45–66. *JSTOR*, [www.jstor.org/stable/10.2307/1960778?ref=search-gateway:fcf7e58288fabb193c046bdf9f69d06d](http://www.jstor.org/stable/10.2307/1960778?ref=search-gateway:fcf7e58288fabb193c046bdf9f69d06d).

<sup>2</sup> Washington State Office of Financial Management. "Office of Financial Management." *OFM | Historical Estimates April 1*, 10 Dec. 2012, [www.ofm.wa.gov/pop/april1/hseries/default.asp](http://www.ofm.wa.gov/pop/april1/hseries/default.asp).

<sup>3</sup> Gene Balk / FYI Guy. "Seattle Once Again Nation's Fastest-Growing Big City; Population Exceeds 700,000." *The Seattle Times*, The Seattle Times Company, 25 May 2017,

Of course, growth itself does not account for all movement within the area. Residents within the State, County, and city presumably move frequently within the region too. Seattle City Councilmember Kshama Sawant stated that “Landlords are uniquely positioned because of the landlord-tenant relationship to provide voter registration information to tenants who have recently moved to Seattle or within Seattle.”

#### Voting Materials and Voter Registration Form

If this type of legislation were adopted by the City Council, registration forms and information like those in Attachment B would be included in rental materials required by State law; the City would not have to develop its own materials for this purpose. King County Elections has already developed comprehensive voting information and materials, including voter registration materials in a number of languages.

#### Enforcement and Outreach

If Shoreline enacts regulations requiring landlords to provide voter registration materials to tenants upon the signing of a rental agreement, outreach and enforcement would fall to the City. Shoreline may need additional full-time staff for purposes of outreach and enforcement of such regulations. In contrast, Seattle’s SDCI has full-time staff available for enforcement and outreach.

With regard to outreach, Seattle’s SDCI plans to have a presence at community events whereby staff will disperse materials and information about the numerous landlord-tenant rules, including those pertaining to voter registration. All materials will also be available on its website.

Seattle’s SDCI has four full-time staff that enforce tenant protection orders. Seattle Municipal Code Section 7.24.120 states that first and second violations shall be enforced by citation and subsequent violations may be handled via notice of violation which could include corrective actions. Any person failing to comply with these provisions “shall be subject to a cumulative penalty of up to \$150 per day for each violation from the date the violation begins for the first ten days of noncompliance; and up to \$500 per day for each violation for each day beyond ten days of noncompliance until compliance is achieved.” If a civil court determines that the landlord deliberately failed to comply with this requirement, the penalty may be up to \$1,000. Seattle’s regulations also allows tenants to terminate a lease with written notice if their landlord fails to provide the voter registration information.

### **FINANCIAL IMPACT**

There is no impact to tonight’s discussion. However, if Shoreline enacts regulations requiring landlords to provide voter registration materials to tenants upon signing a rental agreement, outreach and enforcement would fall to the City. Shoreline may need additional full-time staff for purposes of outreach and enforcement of such regulations.

And, providing hardcopy materials to landlords may have a small financial impact on the City though materials would presumably be primarily provided electronically.

### **RECOMMENDATION**

No formal action is required at this time. Staff recommends that Council discuss the various aspects of legislation requiring landlords to provide voter registration information and materials to tenants. Council should also determine if there are any further questions or information that staff should bring back for Council consideration, and if Council would like to consider this type of legislation for adoption.

### **ATTACHMENTS**

- Attachment A: City of Seattle Ordinance No. 125334, Requiring that Landlords Provide Information to Tenants About How to Register to Vote and How to Update Voter Registration Information
- Attachment B: King County Elections Voter Information and Voter Registration Form
- Attachment C: City of Seattle Summary of State and City landlord/tenant regulations



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 118993

Record No.: CB 118993

Type: Ordinance (Ord)

Status: Passed

Version: 2

Ord. no: Ord 125334

In Control: City Clerk

File Created: 05/15/2017

Final Action: 06/23/2017

**Title:** AN ORDINANCE relating to residential rental properties; amending Sections 7.24.060, 7.24.070 and 7.24.080 of the Seattle Municipal Code; requiring that landlords provide information to tenants about how to register to vote and how to update voter registration information.

### Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Council Bill 118993\_Evaluation Amendment.pdf

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

### History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	05/16/2017	sent for review	Council President's Office			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Council President's Office						
	<b>Notes:</b>						
1	Council President's Office	06/01/2017	sent for review	Energy and Environment Committee			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Energy and Environment Committee						
	<b>Notes:</b>						
1	Full Council	06/05/2017	referred	Energy and Environment Committee			
	<b>Action Text:</b> The Council Bill (CB) was referred. to the Energy and Environment Committee						
	<b>Notes:</b>						
1	Energy and Environment Committee	06/13/2017	pass				Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).

Notes:

In Favor: 3 Chair Sawant, Vice Chair Juarez, Member González

Opposed: 0

1 Full Council 06/19/2017 passed as amended Pass

Action Text: The Motion carried, the Council Bill (CB) was passed as amended by the following vote, and the President signed the Bill:

Notes: **ACTION 1:**

Motion was made by Councilmember Juarez, duly seconded and carried, to amend Council Bill 118993, by adding a new Section 3, and renumbering the remaining section accordingly, as shown in the underlined language below:

Section 3. The City Council requests that the Seattle Department of Construction and Inspections (SDCI) work with King County Elections to identify opportunities to track voter registrations that result from implementation of the ordinance introduced as Council Bill 118993. This could include developing a unique web address for online registrations, created by King County, and/or providing a customized voter registration form that can be tracked, to be included in the landlord-tenant information packets prepared by SDCI. This information would be used to evaluate the impact of this legislation.

**ACTION 2:**

Motion was made by Councilmember Juarez, duly seconded and carried, to amend Council Bill 118993, by amending Seattle Municipal Code 7.24.080, as shown in Attachment 1 of the minutes.

**ACTION 3:**

Motion was made and duly seconded to pass Council Bill 118993 as amended.

In Favor: 6 Councilmember Bagshaw, Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Sawant

Opposed: 0

2 City Clerk 06/21/2017 submitted for Mayor's signature Mayor

**Legislative Summary Continued (CB 118993)**

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- 2 Mayor 06/23/2017 Signed
- 2 Mayor 06/23/2017 returned City Clerk
- Action Text: The Council Bill (CB) was returned. to the City Clerk
- Notes:
- 2 City Clerk 06/23/2017 attested by City Clerk
- Action Text: The Ordinance (Ord) was attested by City Clerk.
- Notes:
-



**CITY OF SEATTLE**

**ORDINANCE** 125334

**COUNCIL BILL** 118993

1  
2  
3  
4 ..title

5 AN ORDINANCE relating to residential rental properties; amending Sections 7.24.060, 7.24.070  
6 and 7.24.080 of the Seattle Municipal Code; requiring that landlords provide information  
7 to tenants about how to register to vote and how to update voter registration information.

8 ..body

9 WHEREAS, approximately 11 percent of the U.S. population relocated between 2015 and 2016

10 per the U.S. Census Bureau, Current Population Survey, 2016 Annual Social and

11 Economic Supplement; and

12 WHEREAS, approximately 23 percent of the U.S. population who are renters relocated between

13 2015 and 2016 per the U.S. Census Bureau, Current Population Survey, 2016 Annual

14 Social and Economic Supplement; and

15 WHEREAS, studies show that there is low voter participation among persons who have recently

16 relocated; and

17 WHEREAS, 41 percent of renters who had lived in their home for more than five years reported

18 that they voted in 2014 per the U.S. Census Bureau, Current Population Survey,

19 November 2014; and

20 WHEREAS, only 21 percent of renters who had lived in their home for less than one year

21 reported that they voted in 2014 per the U.S. Census Bureau, Current Population Survey,

22 November 2014; and

23 WHEREAS, providing voter registration information to a tenant when a rental agreement is

24 offered to a tenant may increase voter participation among tenants who have recently

25 relocated; and

1 WHEREAS, landlords are uniquely positioned because of the landlord-tenant relationship to  
2 provide voter registration information to tenants who have recently moved to Seattle or  
3 within Seattle; and

4 WHEREAS, increasing voter participation is a proper exercise of the police power to protect and  
5 promote the health, safety, and welfare of the general public; NOW, THEREFORE,

6 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

7 Section 1. Section 7.24.060 of the Seattle Municipal Code, last amended by Ordinance  
8 125222, is amended as follows:

9 **7.24.060 Private right of action**

10 \* \* \*

11 B. Remedies for tenants if landlord fails to comply

12 1. If a landlord fails to comply with the requirements of subsections  
13 7.24.080.A, ~~((or))~~ 7.24.080.B, or 7.24.080.C and such failure was not caused by the tenant, the  
14 tenant may terminate the rental agreement by written notice pursuant to law.

15 2. In addition to the remedy provided by subsection 7.24.060.B.1, if a  
16 landlord fails to comply with the requirements of Section 7.24.080, the tenant may recover in a  
17 civil action from the landlord actual damages, attorney fees, and a penalty of up to \$500. If a  
18 court determines that the landlord deliberately failed to comply with the requirements of Section  
19 7.24.080, the penalty may be up to \$1,000.

20 Section 2. Section 7.24.070 of the Seattle Municipal Code, last amended by Ordinance  
21 125222, is amended as follows:

22 **7.24.070 ~~((Summaries of))~~ Information packets for landlords and tenants ~~((rights))~~**

1           A.     The Department shall, as soon as practicable after passage of the ordinance  
2 introduced as Council Bill ((418817)) 118993, and as the Department shall deem necessary  
3 thereafter, prepare a packet that includes:

4                   1.     ((a)) A summary of this ((chapter)) Chapter 7.24, and of the Housing and  
5 Building Maintenance Code, the Tenant Relocation Assistance Ordinance, the Condominium  
6 Conversion Ordinance, the Cooperative Conversion Ordinance, the Mobile Homes and Mobile  
7 Home Parks Ordinance, the Third Party Billing Ordinance, the Rental Registration and  
8 Inspection Ordinance, and the Washington State Residential Landlord Tenant Act, describing the  
9 respective rights, obligations, and remedies of landlords and tenants thereunder((;)) ; and ((shall  
10 make such summaries available at cost for public inspection and copying. The summaries  
11 prepared by the Department shall serve as informational documents only, and nothing therein  
12 shall be construed as binding on or affecting any judicial determination of the rights and  
13 responsibilities of landlords and tenants, nor shall the Department be liable for any misstatement  
14 or misinterpretation of the applicable laws.))

15                   2.     Information describing how to register to vote and how to update voter  
16 registration, including updates to reflect a person's new address. The information shall include a  
17 voter registration form.

18           B.     The Department shall make the summary described in subsection 7.24.070.A.1  
19 available to the public at cost. The Department shall make the information and voter registration  
20 form described in subsection 7.24.070.A.2 available to landlords at no cost, and to the public at  
21 cost.

22           C.     The packet prepared by the Department includes informational documents only,  
23 and nothing in the summaries therein shall be construed as binding on or affecting any judicial

1 determination of the rights and responsibilities of landlords and tenants, nor is the Department  
2 liable for any misstatement or misinterpretation of the applicable laws.

3 Section 3. Section 7.24.080 of the Seattle Municipal Code, last amended by Ordinance  
4 125222, is amended as follows:

5 **7.24.080 Distribution of ~~((summaries))~~ information packets by landlord required**

6 A. A copy of ~~((summaries))~~ the packet described in Section 7.24.070 that includes  
7 the summary prepared by the Director pursuant to ~~(Section 7.24.070)~~ subsection 7.24.070.A.1  
8 that pertains to the type of tenancy or activity described in ~~((a))~~ that summary, shall be provided

9 to any tenant or prospective tenant by or on behalf of a landlord when such rental agreement is  
10 offered, whether or not such agreement is for a new or renewal rental agreement. For a renewal  
11 of a rental agreement, the landlord may provide the copy of the ~~((summaries))~~ summary to the  
12 tenant electronically. A landlord must distribute the ~~((summaries))~~ summary annually to tenants  
13 having month-to-month tenancies.

14 B. A copy of the packet described in Section 7.24.070 that includes the information  
15 and voter registration form described in subsection 7.24.070.A.2 shall be provided by a landlord  
16 to any tenant or prospective tenant when a new rental agreement is offered by the landlord.

17 C. ~~((Where))~~ If there is an oral agreement, the landlord shall give the tenant copies of  
18 the ~~((summaries))~~ packet described in Section 7.24.070 either before entering into the oral  
19 agreement or as soon as reasonably possible after entering into the oral agreement.

20 D. ~~((For existing tenants, landlords))~~ Landlords shall, within 30 days after the  
21 Director makes the packet described in Section 7.24.070 available, ~~((or within a reasonable time~~  
22 thereafter,)) distribute ~~((current copies of))~~ the ~~((summaries))~~ packet ~~((described in Section~~  
23 7.24.070)) to existing tenants. After passage of the ordinance introduced as Council Bill 118993,

1 the Department shall update the packet to include the information described in subsection  
2 7.24.070.A.2 and shall notify landlords that the updated packet is available for distribution to  
3 existing tenants.

4           Section 3. The City Council requests that the Seattle Department of Construction and  
5 Inspections (SDCI) work with King County Elections to identify opportunities to track voter  
6 registrations that result from implementation of the ordinance introduced as Council Bill 118993.  
7 This could include developing a unique web address for online registrations, created by King  
8 County, and/or providing a customized voter registration form that can be tracked, to be included  
9 in the landlord-tenant information packets prepared by SDCI. This information would be used to  
10 evaluate the impact of this legislation.

11

1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 19<sup>th</sup> day of JUNE, 2017,  
5 and signed by me in open session in authentication of its passage this 19<sup>th</sup> day of  
6 JUNE, 2017.

7 

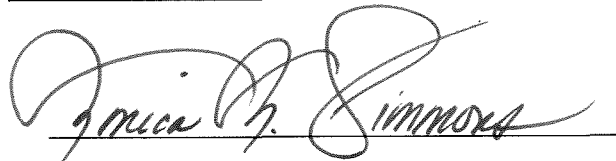
8 President \_\_\_\_\_ of the City Council

9 Approved by me this 23 day of June, 2017.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 23 day of June, 2017.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)



## Contact us

### Phone

206-296-VOTE (8683)

1-800-325-6165

TTY Relay: 711

### Email

[elections@kingcounty.gov](mailto:elections@kingcounty.gov)

### Online

[kingcounty.gov/elections](http://kingcounty.gov/elections)

### By mail or in-person

#### King County Elections

919 Southwest Grady Way

Renton, WA 98057

Open weekdays

8:30 a.m. – 4:30 p.m.

#### Voter Registration Annex

*For voter registration services only*

King County Administration Building

500 4th Avenue, Room 440

Seattle, WA 98104

Open weekdays

8:30 a.m. – 1 p.m. and 2 p.m. – 4:30 p.m.

## Get social with us



[kcelections.com](http://kcelections.com)



[twitter.com/kcelections](https://twitter.com/kcelections)



[facebook.com/kcelections](https://facebook.com/kcelections)



[instagram.com/kcelections](https://instagram.com/kcelections)



[snapchat.com/add/kcelections](https://snapchat.com/add/kcelections)



**King County**  
Elections

## A guide to Voting in King County



vote!



## Register to vote

o:  
gov/elections/register

## Register to vote

f the United States;

ident of Washington State for  
0 days before Election Day;

3 years old by Election Day;

alified from voting due to a  
er; and

f Department of Corrections  
n for a Washington felony

ote in more than one state. Be  
any previous voter registration  
ister.

## Registration deadlines

er to vote at any time.

## Voting materials in other languages

In addition to English, King County Elections provides voting materials in Chinese, Korean, Spanish and Vietnamese. Contact us to request voting materials in one of these languages.

## How to get a ballot

### By mail

Washington State votes by mail. If you are registered to vote, you will receive a ballot in the mail.

Ballots are mailed about three weeks before Election Day, earlier to military and overseas voters.

### Accessible voting options

Voting by mail is a convenient option for most people. There are other options available:

- Online ballot marking program
- Accessible voting centers

Contact us or go to our website for more information.

## Voters' pamphlets

A voters' pamphlet provides information about candidates and measures on the ballot. Voters' pamphlets are mailed to all households in King

## Tips for voting

- Read the ballot, envelope and voters' pamphlet carefully.
- Use a black ink pen to fill out your ballot.
- Sign the declaration on the back of the return envelope.
- Your ballot will be counted even if you don't vote for every race.

## How to return your ballot

You can vote and return your ballot as soon as you receive it. Returning your ballot early allows time to correct any issues with your signature so we can count your ballot. You can return your ballot to a ballot drop box or by mail.

### Ballot drop box

Return your ballot to a ballot drop box, no stamp required. Your ballot must be returned to a ballot drop box by 8 p.m. election day.

You can find locations in the voters' pamphlet or on our website for the current election.

### By mail

Put a first-class stamp on your ballot and mail it back to us. Your ballot must be postmarked by Election Day. Don't wait until the last minute!



## Moving within King County?

There are five easy ways to update your address:

### 1. Online

[Update your information online](#), 24-hours a day at the Secretary of State's website. You will need one of the following:

- A current Washington State driver license
- A current Washington State ID card

### 2. Email

[Email King County Elections](#) with the following information:

- Your name
- Date of birth
- Old residential and mailing address
- New residential and mailing address

### 3. Phone

[Contact King County Elections](#) during business hours.

### 4. Mail

[Download and print a voter registration form](#) and mail it to [King County Elections](#). Forms are available in many languages.

### 5. In-person

Visit one of these locations:

- [Renton: King County Elections office](#)
- [Seattle: King County voter registration annex](#)

## Moving to another county in Washington?

There are three ways to register to vote with your new county.

### 1. Online

[Update your information online](#), 24-hours a day at the Secretary of State's website. You will need one of the following:

- A current Washington State driver license
- A current Washington State ID card

### 2. Mail

[Download and print a voter registration form](#) and mail it to [King County Elections](#). Forms are available in many languages.

### 3. In-person

Find your [county elections department](#).

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*Prepared using information from the King County Elections webpage:*

<http://www.kingcounty.gov/depts/elections/how-to-vote/register-to-vote/change-my-address.aspx>

## What if I miss the deadline for this election?

You can still vote, [contact King County Elections](#) to get a ballot. Make sure to update your registration for the next election.

## Change my language preference

**King County makes voting materials available in additional languages.**

Get your voting materials in [中文](#) (Chinese), [English](#), [한국어](#) (Korean), [Español](#) (Spanish), or [Tiếng Việt](#) (Vietnamese).

## Print a Voter Registration Form

- [Amharic](#)
- [Arabic / العربية](#)
- [Bengali](#)
- [Burmese / မြန်မာ](#)
- [Chinese / 中文](#)
- [English](#)
- [Hindi](#)
- [Japanese / 日本人](#)
- [Khmer\(Cambodian\) / ភាសាខ្មែរ](#)
- [Korean / 한국어](#)
- [Laotian / ພາສາລາວ](#)
- [Punjabi](#)
- [Russian / Русский](#)
- [Somali / Soomaali](#)
- [Spanish / Español](#)
- [Tagalog](#)
- [Ukrainian / Український](#)
- [Vietnamese / Tiếng Việt](#)

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Prepared using information from the King County Elections webpage:

<http://www.kingcounty.gov/depts/elections/how-to-vote/register-to-vote/change-my-address.aspx>

# Washington State Voter Registration Form

Register online at [www.myvote.wa.gov](http://www.myvote.wa.gov).

## 1 Personal Information

last first middle suffix

date of birth (mm/dd/yyyy) gender

residential address in Washington apt #

city ZIP

mailing address, if different

city state and ZIP

phone number (optional) email address (optional)

## 2 Qualifications

If you answer *no*, do not complete this form.

- yes  no **I am a citizen of the United States of America.**  
 yes  no **I will be at least 18 years old by the next election.**

## 3 Military / Overseas Status

- yes  no **I am currently serving in the military.**  
Includes National Guard and Reserves, and spouses or dependents away from home due to service.  
 yes  no **I live outside the United States.**

## 4 Identification — Washington Driver License, Permit, or ID

--	--	--	--	--	--	--	--	--	--	--	--

If you do not have a Washington driver license, permit, or ID, you may use the last four digits of your Social Security number to register.      x x x - x x -

## 5 Change of Name or Address

This information will be used to update your current registration, if applicable.

former last name first middle

former residential address city state and ZIP

## 6 Declaration

I declare that the facts on this voter registration form are true. I am a citizen of the United States, I will have lived at this address in Washington for at least thirty days immediately before the next election at which I vote, I will be at least 18 years old when I vote, I am not disqualified from voting due to a court order, and I am not under Department of Corrections supervision for a Washington felony conviction.

sign here

date here

### Instructions

**Use this form to register to vote or update your current registration.**

Print all information clearly using black or blue pen. Mail this completed form to your county elections office (address on back).

#### Deadline

This registration will be in effect for the next election if postmarked no later than the Monday four weeks before Election Day.

#### Voting

You will receive your ballot in the mail. Contact your county elections office for accessible voting options.

#### Public Information

Your name, address, gender, and date of birth will be public information.

#### Notice

Knowingly providing false information about yourself or your qualifications for voter registration is a class C felony punishable by imprisonment for up to 5 years, a fine of up to \$10,000, or both.

#### Public Benefits Offices

If you received this form from a public benefits office, where you received the form will remain confidential and will be used for voter registration purposes only.

Registering or declining to register will not affect the assistance provided to you by any public benefits office. If you decline to register, your decision will remain confidential.

If you believe someone interfered with your right to register, or your right to privacy in deciding whether to register, you may file a complaint with the Washington State Elections Division.

#### Contact Information

If you would like help with this form, contact the Washington State Elections Division.

**web** [www.vote.wa.gov](http://www.vote.wa.gov)  
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# Information for Tenants

## TRANSLATIONS

For copies of this document in Amharic, Cambodian, Chinese, Korean, Laotian, Oromiffa, Russian, Somali, Spanish, Tagalog, Thai, Tigrinya and Vietnamese, visit SDCI's website at [www.seattle.gov/dpd/rentinginseattle](http://www.seattle.gov/dpd/rentinginseattle) or call (206) 684-8467.

This summary of Washington state and City of Seattle landlord/tenant regulations must be provided to tenants by owners of residential rental property located in Seattle on at least an annual basis. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. For legal advice, please consult an attorney.

March 2017

## Seattle Landlord-Tenant Laws

### OBLIGATIONS OF LANDLORDS

Building owners must provide safe, clean, secure living conditions, including:

- Keeping the premises fit for human habitation and keeping common areas reasonably clean and safe
- Controlling insects, rodents and other pests
- Maintaining roof, walls and foundation and keeping the unit weather tight
- Maintaining electrical, plumbing, heating and other equipment and appliances supplied by the owner
- Providing adequate containers for garbage and arranging for garbage pickup
- When responsible for providing heat in rental units, from September through June maintaining daytime (7:00 a.m.-10:30 p.m.) temperatures at 68°F or above and nighttime temperatures at not less than 58°F
- In non-transient accommodations, providing keys to unit and building entrance doors and, in most cases, changing the lock mechanism and keys upon a change of tenants
- Installing smoke detectors and instructing tenants in their maintenance and operation

Owners are not required to make cosmetic repairs after each tenancy, such as installing new carpets or applying a fresh coat of paint.

### OBLIGATIONS OF TENANTS

Tenants must maintain rental housing in a safe, clean manner, including:

- Properly disposing of garbage
- Exercising care in use of electrical and plumbing fixtures
- Promptly repairing any damage caused by them or their guests
- Granting reasonable access for inspection, maintenance, repair and pest control
- Maintaining smoke detectors in good working order
- Refraining from storing dangerous materials on the premises

### THE JUST CAUSE EVICTION ORDINANCE

This ordinance requires landlords to have good cause in order to terminate a month-to-month tenancy. It specifies the only reasons for which a tenant in Seattle may be required to move, and requires owners to state the reason, in writing, for ending a tenancy when giving a termination notice. A property owner cannot evict a tenant if the property is not registered with the City of Seattle. Unless otherwise noted, an owner must

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give a termination notice at least 20 days before the start of the next rental period. Good causes include:

1. The tenant fails to pay rent within 3 days of receiving a notice to pay rent or vacate.
2. The owner has notified the tenant in writing of overdue rent at least 4 times in a 12-month period.
3. The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
4. The tenant does not comply with a material obligation under the *Washington State Residential Landlord-Tenant Act* within 10 days of a notice to comply or vacate.
5. The owner has notified a tenant in writing at least 3 times in a 12-month period to comply within 10 days with a material term of the lease or rental agreement.
6. The tenant seriously damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business and does not vacate the premises within three days of notice to do so.
7. The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. An owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the termination of tenancy notice to the SDCI Property Owner Tenant Assistance (POTA) Unit.
8. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building, and gives the tenant written notice at least 90 days prior to the end of a rental period. Immediate family includes the owner's spouse or owner's domestic partner, and the parents, grandparents, children, brothers and sisters of the owner or owner's spouse or owner's domestic partner. SDCI may require a property owner to sign a certification of the intent to have a family member move in if a tenant has reason to believe the owner will not follow through with this reason. It is a violation if the designated person does not occupy the unit for a continuous period of 60 days out of the 90 days after the tenant vacates. A tenant whose tenancy is ended for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
9. The owner wishes to terminate a tenant who lives in the same housing unit with the owner or the owner's agent; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
10. The tenant's occupancy is conditioned upon employment on the property and the employment is terminated.
11. The owner plans major rehabilitation and has obtained required permits and a Tenant Relocation License. A tenant terminated for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
12. The owner decides to convert the building to a condominium or a cooperative.
13. The owner decides to demolish a building or to convert it to non-residential use and has obtained the necessary permit and a Tenant Relocation License.
14. The owner desires to sell a single family residence (does not include condominium units) and gives the tenant written notice at least 90 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if SDCI receives a complaint. There is a rebuttable presumption of a violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
15. The owner seeks to discontinue use of a unit not authorized under the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to tenants who have to move so that the owner can correct the violation. Relocation assistance for low-income tenants is \$2,000; for other tenants it is an amount equal to two months' rent.
16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than 8 people per dwelling unit if any are unrelated).
17. The owner must terminate a tenancy in a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a Notice of Violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of \$2,000 for low-income tenants, or two months' rent in other cases. SDCI may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
18. An Emergency Order to Vacate and close the property has been issued by SDCI and the tenants have failed to vacate by the deadline given in the Order.



**Failure to carry out stated cause:** If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing the use of an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for terminating the tenancy, he or she may be subject to enforcement action by the City and a civil penalty of up to \$2,500.

**Private right of action for tenants:** If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for terminating the tenancy, the tenant can sue the owner for up to \$3,000, costs, and reasonable attorney's fees.

For additional information on the Just Cause Eviction Ordinance, call SDCI at (206) 615-0808 or visit the SDCI website at [www.seattle.gov/sdci](http://www.seattle.gov/sdci).

### **ACTIONS CONSIDERED TO BE HARASSMENT OR RETALIATION**

City law prohibits retaliatory actions against either a tenant or a landlord.

A landlord is prohibited from harassing or retaliating against a tenant by:

1. Changing or tampering with locks on unit doors
2. Removing doors, windows, fuse box, furniture or other fixtures
3. Discontinuing utilities supplied by the owner
4. Removing a tenant from the premises except through the formal court eviction process
5. Evicting, increasing rent or threatening a tenant for reporting code violations to SDCI or the Police Department or for exercising any legal rights arising out of the tenant's occupancy
6. Entering a tenant's unit, except in an emergency, or except at reasonable times *with the tenant's consent* after giving at least two days notice, or a one-day notice when showing units to prospective purchasers or tenants
7. Prohibiting a tenant, or a tenant's authorized agent who is accompanied by that tenant, from distributing information in the building, posting information on bulletin boards in accordance with building rules, contacting other tenants, assisting tenants to organize and holding meetings in community rooms or common areas
8. Increase the monthly housing costs without advance written notice; 30 days for a rent increase of less than 10%, 60 days for a rent increase of 10% or more
9. Increase monthly housing costs where a housing unit does not meet basic standards for habitability

In most instances the law assumes that a landlord is retaliating if the landlord takes any of these actions within 90 days after a tenant reports a violation to SDCI or to the Seattle Police Department, or within 90 days after a governmental agency action, such as making an inspection.

A tenant is prohibited from harassing or retaliating against a landlord by:

1. Changing or adding locks on unit doors
2. Removing owner-supplied fixtures, furniture, or services
3. Willfully damaging the building

For more information or to file a complaint, call SDCI at (206) 615-0808.

### **DEFINITION OF TENANT**

With the exception of the Tenant Relocation Assistance Ordinance, a tenant is defined as a person occupying or holding possession of a building or premises pursuant to a rental agreement. This includes residents of transient lodgings who remain in residence for one month or longer. A rental agreement may be oral or in writing.

### **DEFINITION OF HOUSING COSTS**

Housing costs include rent and any other periodic or monthly fees such as storage, parking, or utilities, paid to the landlord by a tenant.

### **INCREASE IN HOUSING COSTS**

In the City of Seattle, a landlord must give a tenant 30 days' advance written notice of an increase in housing costs (rent, parking, storage, and other fees associated with the rental) of less than 10%; 60 days' notice is required for increases of 10% or more. An increase can only begin at the beginning of rental period, typically at the beginning of the month.

A landlord cannot increase housing costs for any housing unit that does not meet the minimum habitability standards of the Residential Rental Inspection Program. ([http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web\\_informational/s048492.pdf](http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/s048492.pdf))

Property owners and developers cannot increase housing costs to avoid applying for a Tenant Relocation License where a rental property is going to be demolished, rehabilitated, changed in use, or where use restrictions are going to be removed. (<http://www.seattle.gov/dpd/codesrules/commonquestions/tenantrelocation/default.htm>)

## THE RENTAL AGREEMENT REGULATION ORDINANCE

The City of Seattle Rental Agreement Regulation Ordinance (SMC Chapter 7.24) regulates certain aspects of residential rental agreements. It requires a landlord to provide sixty (60) days' advance written notice of an increase in housing costs of 10% or more within a twelve (12) month period; prohibits month-to-month rental agreements that require a tenant to stay a minimum period greater than one (1) month or be subject to the loss of deposits or other penalties; limits the amount of security and pet damage deposits, and move-in fees that can be charged to a tenant upon move in; allows a tenant to pay security and pet damage deposits, move-fees, and last month's rent on installment plans; requires a landlord to take and return a deposit pursuant to state law; and to distribute a summary of state and local landlord-tenant laws prepared by the City of Seattle to each prospective tenant, to each tenant upon move-in, and at the time a rental agreement is renewed. A landlord cannot retaliate against a tenant or a prospective tenant for exercising or attempting to exercise the tenant's rights under this Ordinance. The Seattle Department of Construction and Inspections enforces this ordinance. For more information call the Department's Code Compliance Division at (206) 615-0808 or follow this link: <http://www.seattle.gov/dpd/codesrules/commonquestions/rentalhousingproblems/default.htm>

### Rent Increases

The City of Seattle does not regulate or control rent. However, the Rental Agreement Regulation Ordinance does require a landlord to provide at least sixty (60) days' advance written notice of any increase in housing costs of 10% or more in a twelve (12) month period; increases of less than 10% require an advance written notice of at least thirty (30) days consistent with state law. These notices must include information on how the tenant can access information on the tenant's rights and responsibilities. Housing costs include rent, parking and storage fees, and other periodic fees associated with a tenancy. Failure to provide a required sixty (60) day notice is a violation of SMC 7.24.030.A and SMC 22.206.180.

### Prohibited Rental Agreement Provisions

Month-to-month rental agreements, whether verbal or in writing, cannot require a tenant to stay beyond the initial period of the agreement. A landlord cannot withhold a deposit or impose other penalties solely on the basis that a tenant moves out at the end of the initial rental period.

However, a tenant who desires to terminate a month-to-month tenancy must provide the landlord with a written notice at least twenty (20) days in advance of the end of a rental period. Landlords are not obligat-

ed to pro-rate rent when a tenant moves out after the beginning of a rental period.

### Security Deposits

If a landlord wishes to collect a security deposit, the deposit and its amount must be identified in a written rental agreement. The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Additionally, the landlord must prepare and provide a tenant with a written checklist or statement describing the condition, cleanliness, and existing damage of the tenant's housing unit at the commencement of the tenancy. This statement must be signed and dated by the landlord and the tenant. The landlord must provide a copy of the checklist to the tenant for the tenant's records, and, upon request, one free replacement copy.

All security deposits must be placed in a trust account and the landlord must provide the tenant with the name, address, and location of the depository. The landlord must inform the tenant of any subsequent changes of the location of the deposit.

Security deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

### Pet Damage Deposits

A landlord can charge a pet damage deposit, but it cannot exceed 25% of the first full month's rent. A pet damage deposit cannot be required for an animal if it serves as an assistance animal to the tenant. However, the tenant is responsible for any damage created by the tenant's assistance animal or the assistance animal of a guest of the tenant. A pet damage deposit may be charged in addition to any security deposit.

An agreement to pay a pet damage deposit must be included in a written rental agreement or in a written addendum to the agreement, identify the amount of the deposit, and allow the tenant to pay the deposit in installments if requested by the tenant.

If the pet's occupancy begins at the commencement of the tenancy, the deposit must be identified in the rental agreement. If the pet's occupancy begins after the commencement of the tenancy, the landlord must provide a written addendum to the rental agreement.

A landlord may not retain any portion of a pet damage deposit for damages not caused by the pet for which the tenant is responsible.

Pet damage deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

### Pet Rent

The payment of rent to keep a pet is allowed.



## Move-in Fees

Move-in fees are by state and city definition non-refundable.

Allowable move-in fees are limited to the cost of obtaining a tenant screening report, criminal background check, or credit report and to pay to clean the rental unit upon termination of a tenancy.

The cost for obtaining a tenant screening report cannot exceed the customary cost for obtaining such a report in the City of Seattle; a Landlord cannot charge a tenant more than the report's actual cost. The landlord must provide the tenant a receipt for any fees charged for obtaining the tenant screening report. The landlord must also provide the tenant the name and address of the reporting agency that prepared the report and the prospective tenant's right to obtain a free copy of it.

If the landlord chooses to charge a non-refundable cleaning fee, the landlord may not deduct additional cleaning fees from the tenant's security deposit at the end of a tenancy.

Landlords are prohibited from charging any one-time fee at the beginning of a tenancy other than a security deposit, pet damage deposit, an authorized non-refundable move-in fee, or last month's rent.

Move-in fees cannot exceed 10% of the first full month's rent except in the case where the actual cost for obtaining a tenant screening report, criminal background check, or credit report exceeds 10%, the cost may be included in the non-refundable fee. However, the total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent.

## Summary of Limitations on Security Deposits, Pet Damage Deposits, and Move-In Fees

The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Non-refundable move-in fees cannot exceed 10% of the first full month's rent. A pet damage deposit may not exceed 25% of the rent for the first full month.

## Installment Payments

### *Security Deposits and Move-In Fees*

If the total amount of a security deposit and non-refundable move-in fees exceeds 25% of the first full month's rent, a tenant may choose to pay the total amount in installments as follows:

- For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning at the commencement of the tenancy.
- For tenancies between thirty (30) days and six (6)

months, a tenant may elect to pay in no more than four (4) equal installments of equal duration at the commencement of the tenancy.

- For tenancies that are month-to-month, the tenant may elect to pay in two (2) equal installments, with the first payment due at the commencement of the tenancy and the second payment due on the first day of the second monthly rental period.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement. Failure to pay an installment of the security deposit and/or non-refundable fees is a breach of the rental agreement and may subject the tenant to a 10-day comply or vacate notice issued pursuant to RCW 59.12.030(4).

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the payment of deposits and move-in fees does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

### *Last Month's Rent*

Tenants may choose to pay last month's rent in installments.

For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning on the first month of the tenancy; tenancies between sixty (60) days and six (6) months, the tenant may elect to pay in no more than four (4) equal installments of equal duration beginning at the commencement of the tenancy.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the payment of last month's rent does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

### *Pet Damage Deposits*

A tenant may elect to pay a pet damage deposit in three (3) equal monthly installments beginning on the first full month the pet occupies the housing unit. A tenant may propose an alternative installment schedule to which the

landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

If a tenant wants to pay a security deposit, move-in fees, a pet damage deposit, or last month's rent in installments, the tenant must request such a payment plan.

### Summary of Landlord and Tenant Rights

A landlord must distribute a summary of state landlord tenant law and City of Seattle rental housing codes describing the rights, obligations, and remedies of landlords and tenants under these laws. This requirement can be met by distributing the current version of the Seattle Department of Construction and Inspections Publication *Information for Tenants*. This document must be given to each prospective tenant, to a tenant at the time a rental agreement is offered, and when a rental agreement is renewed. Month-to-month tenants must receive the most current version of this document at least once a year. When a rental agreement is renewed, *Information for Tenants* may be distributed electronically. The current version of *Information for Tenants* can be accessed at: [www.seattle.gov/dpd/cms/groups/pan/@pan/documents/web\\_informational/dpdd016420.pdf](http://www.seattle.gov/dpd/cms/groups/pan/@pan/documents/web_informational/dpdd016420.pdf)

If a landlord fails to distribute the summary in accordance with these requirements, a tenant may terminate the rental agreement by written notice. In addition, the tenant may recover, in a civil action against the landlord, actual damages, attorney fees, and a penalty of up to \$500. If a court determines that the landlord deliberately failed to comply with this requirement, the penalty may be up to \$1,000.

### Violations

A violation of the Rental Agreement Regulation Ordinance is subject to a citation in the amount of \$500 for an initial violation and \$1,000 for each subsequent violation occurring within five (5) years of the first violation. Citations can be appealed to the City of Seattle Hearing Examiner. Violations also are subject to a Notice of Violation after the issuance of two (2) citations.

### Tenant's Private Right of Action

If a landlord attempts to enforce provisions of a rental agreement which are contrary to:

1. The requirement that a rental agreement contain certain specific provisions;
2. The limitations imposed on security deposits, pet damage deposits, and non-refundable move-in fees; or
3. The requirement to adopt an installment payment plan

The landlord shall be liable to the tenant for:

1. Actual damages incurred by the tenant because of the landlord's attempted enforcement;
2. Double the amount of any penalties imposed by the City of Seattle;
3. Double the amount of any security deposit unlawfully charged or withheld by the landlord;
4. Up to \$3,000; and
5. Reasonable attorney fees and court costs.

### Tenant Waiver of Rights or Remedies

No residential rental agreement, whether oral or written, can waive rights or remedies under the Rental Agreement Regulation Ordinance. However, a landlord and tenant may agree to waive certain specific requirements of the Ordinance. In order to do this, the following conditions must be met:

1. The agreement must specify in writing the specific provisions to be waived;
2. The agreement cannot appear in a standard form, lease, or rental agreement;
3. There can be no substantial inequity in the bargaining positions of the landlord and tenant; and
4. The tenant must be represented by an attorney who has approved the agreement as being in compliance with the requirements of the Ordinance.

### Exceptions

The provisions of this Ordinance limiting and restricting the amount of charges for security deposits and non-refundable move-in fees, and the payment of security deposits and move-fees on an installment basis do not apply to a tenant who rents a housing unit in a single-family residence if the residence is the principal residence of the property owner.

Also, exempted from regulation are the return or retention of a security deposit, the requirement to provide a unit condition checklist, and the requirement to place a security deposit in a trust account and disclose to the tenant the location of the account. However, the Washington State Residential Landlord-Tenant Act still regulates these requirements.

## OTHER CITY ORDINANCES THAT AFFECT TENANTS AND LANDLORDS

### 1. Open Housing and Public Accommodations Ordinance

This ordinance prohibits discrimination based on race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, participation in the Housing Choice Vouchers Program (Section 8), or disability; requires landlords to rent a housing unit on first-come-first-served basis; and to accept subsidies and alternative sources of income to pay for the tenant's housing costs. Inquiries about this ordinance and complaints of violations should be directed to the Seattle Office for Civil Rights at (206) 684-4500.

### 2. Condominium and Cooperative Conversion Ordinances

When a residential building is being converted to condominium or cooperative units, the Condominium and Cooperative Conversion ordinances require a housing code inspection.

Additionally, in a condominium conversion, a tenant must receive a written 120-day notice of the conversion. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive the equivalent of three (3) months' rent in relocation assistance if the tenant's annual income, from all sources, does not exceed 80 percent of the area median income, adjusted for household size. A household which otherwise qualifies to receive relocation benefits and which includes a member sixty-five (65) years of age or older or an individual with "special needs," as defined in the ordinance, may qualify for additional assistance.

In a cooperative conversion, a tenant must receive a 120-day notice of intention to sell the unit. If the tenant decides not to buy his or her unit, the tenant must be paid \$500.00 in relocation assistance.

Relocation assistance is paid directly to the tenant by the property owner or developer. The assistance must be paid no later than the date on which a tenant vacates his or her unit.

For further information, contact SDCI Code Compliance at (206) 615-0808.

### 3. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or by removal of use restrictions from subsidized housing. A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before terminating a tenancy. All tenants must receive a 90-day notice of the activity that will require them to move. Eligible low income tenants, whose annual income cannot exceed 50% of the area median income, receive cash relocation assistance. It is a violation of this ordinance to increase housing costs for the purpose of avoiding applying for a Tenant Relocation License. Call SDCI at (206) 615-0808 for more information.

### 4. Repair and Maintenance—Housing and Building Maintenance Code

This ordinance requires owners to meet certain minimum standards and keep buildings in good repair. If an owner does not make necessary repairs, a tenant can report needed repairs by calling SDCI at (206) 615-0808. If an inspector finds code violations, the owner will be required to make needed corrections.

### 5. Third Party Billing Ordinance

This ordinance defines rules for landlords who, by themselves or through private companies, bill tenants for City provided utilities (water, sewer, garbage, electric services) separately from their rent. The ordinance applies to all residential buildings having three or more housing units.

The rules require a landlord or billing agent to provide tenants with specific information about their bills and to disclose their billing practices, either in a rental agreement or in a separate written notice. It is a violation of the ordinance if a landlord imposes a new billing practice without appropriate notice.

A tenant can dispute a third-party billing by notifying the billing agent and explaining the basis for the dispute. This must be done within 30 days of receiving a bill. The billing agent must contact the tenant to discuss the dispute within 30 days of receiving notice of the dispute. A tenant can also file a complaint with the Seattle Office of the Hearing Examiner or take the landlord to court. If the Hearing Examiner or court rules in favor of the tenant, the landlord could be required to pay a penalty.

### 6. Rental Registration and Inspection Ordinance (RRIO)

The purpose of the Rental Registration and Inspection program is to ensure that all rental housing in the City of Seattle is safe and meets basic housing maintenance requirements. Beginning in 2014 all

owners of residential housing in Seattle, with certain limited exceptions, must register their properties with the City. A registration is good for five years. No tenant can be evicted from a property if the property is not registered with the City. With a few exceptions, all properties must be inspected at least once every ten years. These inspections can be conducted by City-approved inspectors or by City housing/zoning inspectors. Information about the RRIO Program can be obtained by calling (206) 684-4110 or going to the program website at [www.seattle.gov/RRIO](http://www.seattle.gov/RRIO).

## The Washington Residential Landlord-Tenant Act

### Chapter 59.18 RCW. GOOD FAITH OBLIGATION

State law requires landlords and tenants to act in good faith toward one another.

Most tenants who rent a place to live come under the Washington State Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law.

Residents who are generally not covered by the Act are:

- Renters of a space in a mobile home park are usually covered by the state's Mobile Home Landlord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in transient lodgings such as hotels and motels; residents of public or private medical, religious, educational, recreational or correctional institutions; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling. Tenants who lease a single family dwelling with an option to purchase, if the tenant's attorney has approved the face of the lease. Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

### RIGHTS OF ALL TENANTS

Regardless of whether they are covered by the Residential Landlord-Tenant Act, all renters have these basic rights under other state laws: the Right to a livable dwelling; Protection from unlawful discrimination; Right to hold the landlord liable for personal injury or property damage caused by the landlord's negligence; Protection against lockouts and seizure of personal property by the landlord.

### TYPES OF RENTAL AGREEMENTS

**Month-to-Month Agreement.** This agreement is for an indefinite period of time, with rent usually payable on a monthly basis or other short term period. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is collected, the agreement must be in writing. [RCW 59.18.260]

A month-to-month agreement continues until the tenant gives the landlord written notice at least 20 days before the end of the rental period. In the situation of a conversion to a condominium or a change in the policy excluding children the landlord must provide 90 days written notice to the tenant. [RCW 59.18.200] The rent can be increased or the rules changed at any time, provided the landlord gives the tenant written notice at least 30 days before the effective date of the rent increase or rule change. [RCW 59.18.140]

**Fixed Term Lease.** A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid. During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree. Leases for longer than one year must be notarized.

### ILLEGAL DISCRIMINATION

Federal law prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of race, color, religion, sex, handicap, familial status (having children or seeking custody of children), or national origin. [Fair Housing Act 42 USC s. 3601 et.seq. 1988] State law recognizes protection to the same individuals as well as for marital status, creed, the presence of sensory, mental, or physical disability. If you think you have been denied rental housing or have been the victim of housing discrimination file a written complaint with the Washington State Human Rights Commission. You may also file a complaint with the federal Fair Housing Section of the Department of Housing and Urban Development or your local city human rights department.



## LIABILITY

Once a tenant has signed a rental agreement, the tenant must continue to pay the rent to maintain eligibility to bring actions under this act. The tenant should also understand what he or she is responsible for in the maintenance of the property. While the landlord is responsible for any damage which occurs due to the landlord's negligence, the tenant must be prepared to accept responsibility for damages he or she causes.

## ILLEGAL PROVISIONS IN RENTAL AGREEMENTS

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. [RCW 59.18.230] These include:

- A provision which waives any right given to tenants by the Landlord-Tenant Act or that surrenders tenants' right to defend themselves in court against a landlord's accusations.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

## PRIVACY—LANDLORD'S ACCESS TO THE RENTAL [RCW 59.18.150]

The landlord must give the tenant at least a two day written notice of his intent to enter at reasonable times. However, tenants must not unreasonably refuse to allow the landlord to enter the rental where the landlord has given at least one-day's notice of intent to enter at a specified time to exhibit the dwelling to prospective or actual purchasers or tenants. The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of an emergency, or if the property has been abandoned, the landlord can enter without notice. The landlord still must get the tenant's permission to enter, even if the required advance notice has been given.

## DEPOSITS AND OTHER FEES

### Refundable deposits

Under the Landlord-Tenant Act, the term "deposit" can only be applied to money which can be refunded to the tenant. If a refundable deposit is collected, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back. [RCW 59.18.260]
- The tenant must be given a written receipt for each deposit. [RCW 59.18.270]
- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy. [RCW 59.18.260]
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord. [RCW 59.18.270]

### Non-refundable fees

These will not be returned to the tenant under any circumstances. If a non-refundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A non-refundable fee cannot legally be called a "deposit." [RCW 59.18.285]

## LANDLORD'S RESPONSIBILITIES [RCW 59.18.060]

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' health and safety
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather tight condition
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, hot and cold water
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings
- Keep common areas, such as lobbies, stairways and halls, reasonably clean and free from hazards
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant
- Make repairs to keep the unit in the same condition as when the tenant moved in—except for normal wear and tear
- Keep electrical, plumbing and heating systems in

good repair, and maintain any appliances which are provided with the rental

- Inform the tenant of the name and address of the landlord or landlord's agent
- Supply hot water as reasonably required by tenant
- Provide written notice of fire safety and protection information and ensure that the unit is equipped with working smoke detectors when a new tenant moves in. (Tenants are responsible for maintaining detectors.) Except for single family dwellings, the notice must inform the tenant on how the smoke detector is operated and about the building's fire alarm and/or sprinkler system, smoking policy, and plans for emergency notification, evacuation and relocation, if any. Multifamily units may provide this notice as a checklist disclosing the building's fire safety and protection devices and a diagram showing emergency evacuation routes.
- Provide tenants with information provided or approved by the Department of Health about the health hazards of indoor mold, including how to control mold growth to minimize health risks, when a new tenant moves in. The landlord may give written information individually to each tenant, or may post it in a visible, public location at the dwelling unit property. The information can be obtained at [www.doh.wa.gov/ehp/ts/IAQ/mold-notification.htm](http://www.doh.wa.gov/ehp/ts/IAQ/mold-notification.htm).
- Investigate if a tenant is engaged in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. [RCW 59.18.180]
- Provide carbon monoxide detectors.

### TENANT'S RESPONSIBILITIES [RCW 59.18.130]

A tenant is required to:

- Pay rent, and any utilities agreed upon
- Comply with any requirements of city, county or state regulations
- Keep the rental unit clean and sanitary
- Dispose of the garbage properly
- Pay for fumigation of infestations caused by the tenant
- Properly operate plumbing, electrical and heating systems
- Not intentionally or carelessly damage the dwelling
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property)
- Maintain smoke and carbon monoxide detection devices including battery replacement
- Not engage in activity at the premises that is imminently hazardous to the physical safety of

other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest [RCW 59.18.352]

- When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear

### THREATENING BEHAVIOR BY A TENANT OR LANDLORD (RCW 59.18.352 and 354)

If one tenant threatens another with a firearm or other deadly weapon, and the threatening tenant is arrested as a result of the threat, the landlord may terminate the tenancy of the offending tenant (although the landlord is not required to take such action). If the landlord does not file an unlawful detainer action, the threatened tenant may choose to give written notice and move without further obligation under the rental agreement. If a landlord threatens a tenant under similar circumstances, the tenant may choose to give notice and move. In both cases, the threatened tenant does not have to pay rent for any day following the date of leaving, and is entitled to receive a pro-rated refund of any prepaid rent.

### MAKING CHANGES TO THE MONTH-TO-MONTH AGREEMENT

Generally speaking, if the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. These changes can only become effective at the beginning of a rental period (the day the rent is due). Notice which is less than 30 days will be effective for the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 90-day notice. [RCW 59.18.200]

### MAKING CHANGES TO A FIXED LEASE TERM

Under a lease, in most cases, changes during the lease term cannot be made unless both landlord and tenant agree to the proposed change.

**If the property is sold.** The sale of the property does not automatically end a tenancy. When a rental unit is sold, tenants must be notified of the new owner's name and address, either by certified mail, or by a revised posting on the premises. All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

## HOW TO HANDLE REPAIRS

A tenant must be current in the payment of rent including all utilities to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. [RCW 59.18.080]

**Required Notice** [RCW 59.18.070] When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental; the name of the owner, if known; and a description of the problem. After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those required waiting times are: 24 hours for no hot or cold water, heat or electricity, or for a condition which is imminently hazardous to life; 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord; 10 days for all other repairs.

**Tenant's Options** [RCW 59.18.090] If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

- 1) Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the deposits they would normally get back.
- 2) Litigation or arbitration can be used to work out the dispute.
- 3) The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. [RCW 59.18.100] (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

**An Important Note:** If the repair is one that has a 10-day waiting period, the tenant cannot contract to have the work done until 10 days after the landlord receives notice, or five days after the landlord receives the estimate, whichever is later.

To follow this procedure a tenant must: Submit a good faith estimate from a licensed or registered tradesperson, if one is required, to the landlord. After the waiting period, the tenant can contract with the lowest bidder to have the work done. After the work is completed, the tenant pays the tradesperson and deducts the cost from the rent payment. The landlord must be given the opportunity to inspect the work. The cost of each repair cannot exceed one month's rent; total cost cannot exceed two month's rent in any 12-month period.

If a large repair which affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent.

- 4) The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson. The same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.
- 5) Rent in Escrow - After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. It is wise to consult an attorney before taking this action.

## ILLEGAL LANDLORD ACTIONS

**Lockouts.** [RCW 59.18.290] The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information contact your city or county government.

**Utility shutoffs.** [RCW 59.18.300] The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time. If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff. If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to \$100 per day for the time without service, as well as attorney's fees.

**Taking the tenant's property.** [RCW 59.18.310] The law allows a landlord to take a tenant's property only in the case of abandonment. A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid. If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to \$100 for each day the property is kept — to a total of \$1,000. [RCW 59.18.230(4)]

**Renting condemned property.** [RCW 59.18.085] The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property.

**Retaliatory actions.** [RCW 59.18.240 -.250] If the tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action. Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant. The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when the change was received. If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney fees.

## ENDING THE AGREEMENT

**Proper Notice to Leave for Leases.** If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required. If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease term. However, the landlord must make an effort to re-rent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time.

**Proper Notice to Leave for Leases—Armed Forces Exception.** A lease can be terminated when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders, provided the tenant informs the landlord no later than seven days after the receipt of such orders. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

**Proper Notice to Leave for Month-to-Month Agreements.** When a tenant wants to end a month-to-month rental agreement, written notice must be given to the landlord.

The notice must be received at least 20 days before the end of the rental period (the day before the rent is due). The day which the notice is delivered does not count. A landlord cannot require a tenant to give more than 20 days notice when moving out. When a landlord wants a month-to-month renter to move out, a 20-day notice is required. If a tenant moves out without giving proper notice, the law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If

the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

**Proper Notice to Leave for Month-to-Month Agreements—Armed Forces Exception.** A month-to-month tenancy can be terminated with less than 20 days written notice when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders that do not allow for a 20-day notice. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

**Domestic Violence Protection.** A tenant who has given written notice to the landlord that he or she or a household member was a victim of domestic violence, sexual assault or stalking, may immediately terminate a rental agreement when a valid order for protection has been violated or the tenant has notified the appropriate law enforcement officers of the violation. A copy of the order must be made available to the landlord. The tenant must terminate the rental agreement within 90 days of the act or event leading to the protection order or report to appropriate law enforcement. [RCW 59.18.575]

## RETURN OF DEPOSITS [RCW 59.18.280]

After a tenant moves out, a landlord has 21 days in which to return a deposit, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

Under the law, the rental unit must be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal wear and tear; or damage that existed when the tenant moved in.

The landlord is in compliance with the law if the required payment, statement, or both, are deposited in the U.S. Mail with First Class postage paid, within 21 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

## EVICCTIONS

**For not paying rent.** If the tenant is even one day behind in rent, the landlord can issue a three-day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment.



**For not complying with the terms of the rental agreement.** If the tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies no pets are allowed), the landlord can give a 10-day notice to comply or move out. If the tenant satisfactorily remedies the situation within that time, the landlord cannot continue the eviction process.

**For creating a “waste or nuisance.”** If a tenant destroys the landlord’s property, uses the premises for unlawful activity including gang- or drug-related activities, damages the value of the property or interferes with other tenant’s use of the property, the landlord can issue a three-day notice to move out. The tenant must move out after this kind of notice. There is no option to stay and correct the problem.

**For violations within drug and alcohol free housing.** If a tenant enrolled in a program of recovery in drug and alcohol free housing for less than two years uses, possesses, or shares alcohol or drugs the landlord can give a three-day notice to move out. If the tenant cures the violation within one day, the rental agreement does not terminate. If the tenant fails to remedy the violation within one day, he or she must move out and the rental agreement is terminated. If the tenant engages in substantially the same behavior within six months, the landlord can give a three-day notice to move out and the tenant has no right to cure the subsequent violation.

**Notice.** In order for a landlord to take legal action against a tenant who does not move out, notice must be given in accordance with RCW 59.12.040.

If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an “unlawful detainer” action. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to move a tenant physically out of a unit is by going through the courts and the sheriff’s office.

### **DESIGNATION OF AN INDIVIDUAL TO ACT ON BEHALF OF A TENANT UPON THE DEATH OF THE TENANT (RCW 59.18.590)**

A tenant who is the sole occupant of a dwelling unit can designate a person to act on the tenant’s behalf upon the death of the tenant independently or at the request of a landlord. The designation must be in writing separate from any rental agreement. It must include the designated person’s name, mailing address, an address used for the receipt of electronic communications, a telephone number, and a signed statement authorizing the landlord in the event of the tenant’s death (when the tenant is the sole occupant of the dwelling unit) to allow the designated person to access the tenant’s dwelling unit, remove the tenant’s property, receive refunds of amounts due to the ten-

ant, and to dispose of the tenant’s property consistent with the tenant’s last will and testament and any applicable intestate succession law, and a conspicuous statement that the designation remain in effect until it is revoked in writing by the tenant or replaced with a new designation. The designated person’s right to act on the behalf of the deceased tenant terminates upon the appointment of a personal representative for the deceased tenant’s estate or the identification of a person reasonably claiming to be a successor of the deceased tenant pursuant to law.

### **ABANDONMENT RELATED TO FAILURE TO PAY RENT [RCW 59.18.310]**

Abandonment occurs when a tenant has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the U.S. Postal Service.

How long a landlord must wait before selling abandoned property depends on the value of the goods. If the total value of property is less than \$50, the landlord must mail a notice of the sale to the tenant and then wait seven(7) days. Family pictures, keepsakes and personal papers cannot be sold until forty-five (45) days after the landlord mails the notice of abandonment to the tenant.

If the total value of the property is more than \$50, the landlord must mail a notice of the sale to the tenant and then wait forty-five (45) days. Personal papers, family pictures, and keepsakes can be sold at the same time as other property.

The money raised by the sale of the property goes to cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one (1) year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant’s property and a court later determines there had not actually been an abandonment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

See RCW 59.18.310.

This procedure does not apply to the disposition of property of a deceased tenant. See “Abandonment Related to the Death of a Tenant” below.

## **ABANDONMENT RELATED TO EVICTION [RCW 59.18.312]**

When a tenant has been served with a writ of restitution in an eviction action, the tenant will receive written notification of the landlord's responsibilities regarding storing the tenant's property that is left behind after the premises is vacant. Tenants will be provided with a form to request the landlord store the tenants's property.

A landlord is required to store the tenant's property if the tenant makes a written request for storage within three (3) days of service of the writ of restitution or if the landlord knows that the tenant is a person with a disability that prevents the tenant from making a written request and the tenant has not objected to storage. The written request for storage may be served by personal delivery, or by mailing or faxing to the landlord at the address or fax number identified on the request form provided by the landlord.

After the Writ of Restitution has been executed, the landlord may enter the premises and take possession of any of the tenant's remaining belongings. Without a written request from the tenant, the landlord may choose to store the tenant's property or deposit the tenant's property on the nearest public property. If the landlord chooses to store the tenant's property, whether requested or not, it may not be returned to the tenant until the tenant pays the actual or reasonable costs of moving and storage, whichever is less within thirty (30) days.

If the total value of the property is more than \$100, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After thirty (30) days from the date of the notice, the landlord may sell the property, including personal papers, family pictures, and keepsakes and dispose of any property not sold.

If the total value of the property is \$100 or less, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After seven (7) days from the date of the notice, the landlord may sell or dispose of the property except for personal papers, family pictures, and keepsakes.

The proceeds from the sale of the property may be applied towards any money owed to the landlord for the actual and reasonable costs of moving and storing of the property, whichever is less. The costs cannot exceed the actual or reasonable costs of moving and storage, whichever is less. If there are additional proceeds, the landlord must keep it for the tenant for one (1) year. If no claim is made by the tenant for the recovery of the additional proceeds within one (1) year, the balance will be treated as abandoned property and deposited with the Washington State Department of Revenue.

See RCW 59.18.312.

## **ABANDONMENT RELATED TO THE DEATH OF A TENANT (RCW 59.18.595)**

When a landlord learns of the death of a tenant who is the sole occupant of a dwelling unit, the landlord must promptly mail or personally deliver a written notice to any known personal representative, designated person, emergency contact person, or known successor to the tenant. The notice must include the name of the deceased tenant and address of the dwelling unit, the approximate date of the tenant's death, the amount of the monthly rent and the date to which it is paid. The notice must include a statement that the tenancy will terminate 15 days from the date the notice is mailed or personally delivered, or the date through which the rent has been paid, whichever is later, unless during this 15 day period a tenant representative makes arrangements with the landlord to pay rent in advance for no more than 60 days from the date of the tenant's death in order to arrange for the removal of the deceased tenant's property, and that the tenancy will be over at the end of the period for which the rent has been paid. The notice must also include a statement that failure to remove the tenant's property before the tenancy is terminated or ends will permit the landlord to enter the dwelling unit and take possession of any property found on the premises, store it in a reasonably secure place, and charge the actual or reasonable costs, whichever is less, for moving and storage of the property, and that after appropriate notice, sell or dispose of the property as provided for in law. A copy of any designation of a person to act on the deceased tenant's behalf must be attached to the notice.

The landlord must turn over possession of the tenant's property to a tenant representative upon receipt of a written request if this request is made prior to the termination or end of the tenancy, or any other date agreed to by the parties. The tenant representative must provide to the landlord an inventory of all the removed property and a signed acknowledgement that the tenant representative has been given possession and not ownership of the property.

If no tenant representative claims the deceased tenant's property, the landlord must mail a second written notice before selling or disposing of a deceased tenant's property. If a tenant representative has made arrangements to pay rent in advance, the landlord must mail this second notice to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This second notice must include the name, address, and telephone number or contact information for the tenant representative who made arrangements to pay rent in advance, the amount of rent paid in advance, and date through which the rent is paid. The notice

must include a statement that the landlord may sell or dispose of the property on or after the date through which the rent is paid or at least 45 days after the second notice is mailed, whichever date comes later, if the tenant representative does not claim or remove the property.

If the landlord places the property in storage, the landlord must mail a second written notice (if this has not already been done) to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This notice must include a statement that the landlord may sell or dispose of the property on or after a specified date that is at least 45 days after the second notice is mailed, if the tenant representative does not claim and remove the property.

The landlord must turn over possession of the deceased tenant's property to the tenant representative if a written request is made in a timely manner. The tenant representative must pay the actual or reasonable costs, whichever is less, of any moving and storage of the property, and provide to the landlord an inventory of all the removed property and a signed acknowledgment that the tenant representative has been given possession and not ownership of the property.

If a tenant representative does not contact the landlord or remove the deceased person's property in a timely manner, the landlord may sell or dispose of the stored property, except for personal papers and personal photographs. If the fair market value of the property is more than \$1,000, the landlord must sell the property in a commercially reasonable manner. All unsold property must be disposed of in a reasonable manner. If the value of the stored property is less than \$1,000, the landlord must dispose of the property in a reasonable manner.

The personal papers and photographs that are not claimed by a tenant representative must be retained for 90 days after the sale or disposal of the deceased tenant's property and must either be destroyed or held for benefit of any successor of the deceased tenant.

No landlord or an employee of the landlord may acquire, either directly or indirectly, a deceased tenant's property that is sold or otherwise disposed of. The landlord may apply the proceeds of the sale of the deceased tenant's property toward any money owed to the landlord for the actual and reasonable cost of moving and storing the property, whichever is less. If there is excess income, it must be held by the landlord for one year. If no claim is made on the excess income before the expiration of the one year period, the balance must be deposited with the Washington State Department of Revenue as abandoned property.

The landlord must refund to the tenant representative any unearned rent and give a full and specific state-

ment of the basis for retaining any deposit together with the payment of any refund due to the deceased tenant within 14 days after the removal of the property by the tenant representative.

If a landlord knowingly violates these abandonment provisions, the landlord can be liable to the deceased tenant's estate for actual damages. The prevailing party in any action related to these requirements may recover costs and reasonable attorneys' fees.

## RECEIPTS

A landlord must provide a receipt for any payment made in the form of cash by a tenant. Upon the request of a tenant, a landlord must provide a receipt for any payment made by the tenant in a form other than cash. This includes payment for rent, deposits, fees, parking, storage, or any other costs associated with a tenancy. See RCW 59.18.063.

## COPIES OF DOCUMENTS

If a checklist describing the physical condition of a rental unit is completed pursuant to RCW 59.18.260 and SMC 7.24.030.C, a copy signed by both the landlord and the tenant must be provided to the tenant.

When there is a written rental agreement for a premises, the landlord must provide a fully executed copy to each tenant who signs the agreement. A landlord must provide one free replacement copy of the written agreement if requested by a tenant during the tenancy. See RCW 59.18.065.