

**Chapter 8.47**  
**EVICTIION NOTICE**

**Sections:**

- 8.47.010**      **Definitions**
- 8.47.020**      **Applicability**
- 8.47.030**      **Additional Affirmative Defense Created**

**Section 8.47.010**      **Definitions**

“Dwelling unit” means any building or portion thereof which contains living facilities including provisions for sleeping, eating, cooking and sanitation, including not more than one kitchen for not more than one family which is made available for rent.

“Tenant” means a person occupying or holding possession of a building or premises pursuant to a rental agreement, including an expired rental agreement.

(M-4134, Added, 09/21/2015, Sec 2-Effective 10/21/2015)

**Section 8.47.020**      **Applicability**

Section 8.47.030 (A)(1) applies only to owners of real property, made available for rent, owning a total of five (5) or more dwelling units, all of which are made available for rent, regardless of whether the rental dwelling units are all in the same location/complex or not.

(M-4134, Added, 09/21/2015, Sec 3-Effective 10/21/2015)

**Section 8.47.030**      **Additional Affirmative Defense Created**

A. Pursuant to provisions of the state Residential Landlord-Tenant Act (Chapter 59.18 RCW) owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

1. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a 60 day “no cause” notice to a monthly or periodic tenant, with service conforming with RCW 59.12.040, prior to the end of such month or period unless a different for cause notice period is specifically authorized by law. Examples of for cause notice that are exempt from this Section include, but are not limited to, 3 day notice to pay or vacate, 3 day notice for waste or nuisance, and 10 day notice to comply with the terms of the rental agreement or vacate.

B. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this Section shall be deemed void and of no lawful force or effect.

(M-4134, Added, 09/21/2015, Sec 4-Effective 10/21/2015)