

Causes for Termination of Tenancy:

A new section to 5.80 of the Olympia Municipal Code is hereby added as follows:

5.80.____. Causes for Termination of Tenancy:

A. This section is intended to require owners of housing accommodations made available for rent to comply with tenant protection laws and to show just cause before taking action to terminate a tenancy or before refusing to renew or continue a rental agreement after the expiration of the rental agreement.

B. An owner of one or more housing accommodations may not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, if the owner is, at time of eviction or attempted eviction, in violation of any provision of this Chapter or of RCW Chapter 59.18.

C. An owner of one or more housing accommodations may not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the owner can prove in court that just cause exists for the eviction or termination of the tenancy. An owner of one or more housing accommodations may not refuse to renew, or refuse to continue a rental agreement after the expiration of the rental agreement, unless the owner can prove in court that just cause exists for such refusal. Only the following constitute just cause to terminate a tenancy or refuse to renew or continue a rental agreement:

1. The tenant fails to pay rent, and is otherwise liable for unlawful detainer under state law, after receiving all notices required under state law and having failed to cure within the time required by state law and the tenant has not otherwise reinstated pursuant to RCW 59.18.410(2) by offering the rent owed plus any late fees or court costs incurred at the time of payment. However, just cause does not exist under this subsection where there exist conditions that deprive the tenant of normal use of the housing accommodation.

2. The tenant substantially and materially breaches a non-monetary term of the lease or rental agreement as agreed to by the tenant, and is otherwise liable for unlawful detainer under state law, after receiving all notices required under state law

and having failed to take reasonable steps to cure the breach within the time required by state law.

3. The tenant has:

(a) Committed or permitted waste on or within the housing accommodations; engaged in or permitted an unlawful business on or within the housing accommodation; or erected, permitted, or maintained on or about the housing accommodation any nuisance (including a drug-related activity nuisance pursuant to chapter 7.43 RCW), and is otherwise liable for unlawful detainer under state law, after receiving all notices required under state law, and has failed to cure within the time required by state law.

(b) Engaged in or committed unlawful activity on or within the housing accommodations, after having received a twenty-day written notice of termination of the lease or rental agreement based on such unlawful activity, or

(c) Committed or permitted an unreasonable, ongoing, and substantial interference with the use and enjoyment of the housing accommodations by the owner or one or more neighbors of the tenant, and is otherwise liable for unlawful detainer under state law, after receiving all notices required under state law, and having failed to cure within twenty days after having written notice from the owner of such interference.

4. The tenant continues in possession of the housing accommodations after having received a thirty-day notice of termination of the lease or rental agreement due to chronic, unexcused, and unjustified failure to timely pay rent, with such pattern demonstrated by the service of three or more notices to pay or vacate under RCW 59.12.030(3).

5. The owner, in good faith, without ulterior reasons, and with honest intent, intends to remove the housing accommodations from the rental market for one of the following reasons, after providing the tenant with one hundred twenty day's advanced written notice of the removal: (a) the owner or the owner's immediate family seeks to occupy the housing accommodation as a principal residence; (b) the owner seeks to convert the housing accommodation to a condominium pursuant to RCW 64.34.440; (c) the owner seeks to demolish or substantially rehabilitate the housing accommodation; (d) a governmental entity has prohibited the continued rental of the housing accommodation to the tenant; or (e) the owner intends to remove the housing accommodation from the rental market for at least a twenty-four month period. There is a rebuttable presumption that the owner did not act in good faith if, after the owner

terminates the tenancy under this subsection (4) of this section, the owner or the owner's immediate family fails to occupy the housing accommodation as a principal residence for at least ninety consecutive days during the one hundred twenty days immediately after the tenant vacated. Moreover, if the owner owns a similar vacant housing accommodation and chooses instead to take possession of the housing accommodation occupied by a tenant, there is a rebuttable presumption that the owner is acting in bad faith. An owner may not recover possession pursuant to this subsection (5) more than once in any thirty-six month period. No notice is required upon expiration of a written rental agreement that was intended to expire within sixty days of commencement of the tenancy and if such tenancy did not exceed sixty days.

6. The owner resides in the housing accommodation with the tenant and the owner no longer wishes to cohabitate with the tenant, and the tenant continues in possession of the housing accommodations after having received a twenty-day notice of termination of the lease or rental agreement based on the owner's wish to no longer cohabitate with the tenant.

D. These provisions of this section apply to any immediate family member of a tenant residing within a housing accommodations and apply to such family members should the tenant permanently vacate the premises, whether voluntarily or involuntarily, except if the owner has terminated the tenancy pursuant to this section. For purposes of this subsection D, "immediate family" refers to spouses, parents, children, grandparents, grandchildren, great-grandparents, great-grandchildren, siblings, nieces, nephews, and intimate partners.

E. All written notices required under this section must be served in a manner consistent with RCW 59.12.040. Any notice served pursuant to this section must identify the facts and circumstances that support the cause or causes with enough specificity for the tenant to be able to respond and assert any defense that may be available, including the names of witnesses, time and places of events, and other specific detail to fully apprise the tenant of the allegations. Failure to include information within the possession of the landlord that would have permitted the tenant to assert a defense to the action bars the admissibility of any evidence with regard to any such information or facts at trial.

F. An owner may not coerce a tenant to sign a mutual termination agreement to terminate a lease or rental agreement. A tenant may rescind a mutual termination agreement by: (a) delivering written notice, including electronically, of rescission to the owner within ten business days after signing the agreement; or (b) at a later time, by

establishing that the tenant improvidently entered into the mutual termination agreement, which may be demonstrated by an examination of the unequal bargaining power between the parties, vulnerability of the tenant, legitimacy of the owner's reasons for seeking termination, and whether tenant was able to procure alternative housing within the time allotted in the agreement.

G. An owner may not alter the original terms and conditions of a lease or rental agreement entered into at the inception of the tenancy except as to the duration of the term, the rental amount, or how utilities are to be charged.

H. By accepting rent from the tenant, the owner waives any right to declare forfeiture or seek the eviction of the tenant for any prior breaches of the rental agreement, violations of this Chapter, or violations of RCW Chapter 59.18 by the tenant, including for any basis for eviction in this section. Any rental agreement purporting to waive this subsection (9) is null and void.