

Chapter 5.82

RENTAL HOUSING CODE

5.82.000	Chapter Contents Sections:
5.82.010	Purpose and Intent.
5.82.020	Definitions.
5.82.0340	Rent Increase Notification; <u>Tenant's Right to Terminate Tenancy.</u>
<u>5.82.040</u>	<u>Economic Displacement Relocation Assistance.</u>
5.82.050	Pet Damage Deposits.
5.82.060	Limits to Move-in Fees.
5.82.070	Registration of Rental Units.
5.82.080	Business License Required for Rental Housing Units.
5.82.090	Periodic Inspections Required for Rental Properties.
5.82.100	Prohibition on Passing Charges to a Tenant to Comply with a Program.
5.82.110	Rent Increases Prohibited if Unit has Defective Conditions.
<u>5.82.120</u>	<u>Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.</u>
<u>5.82.130</u>	<u>Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units.</u>
<u>5.82.140</u>	<u>Right to Install Cooling Devices.</u>
5.82.1520	Retaliation Prohibited.
5.82.1630	Violations.

5.82.010 Purpose and Intent

The purpose of this Chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia. It is the intent of the Olympia City Council to continue its long-term commitment to maintain healthy, vibrant, and diverse neighborhoods within the City of Olympia. The regulations contained in this Chapter balance the needs of the landlord, tenant, and the City of Olympia to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Olympia's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This Chapter ensures housing security for current and future residents within the City of Olympia.

5.82.020 Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this Chapter:

- A. "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household's monthly income.
- B. "Affordable housing provider" means a rental housing property owner that is funded or otherwise contractually obligated to provide housing that is affordable to low-income households. This includes nonprofit organizations, public agencies, or private owners receiving a tax credit to provide affordable housing to low-income households.
- C. "Building" means a structure having a roof supported by columns or walls used for supporting or sheltering of any kind.
- D. "Building code" means all code provisions adopted in and throughout Chapter 16.04 OMC.
- E. "Business license" means a business license as required by this Chapter and by Chapter 5.02 OMC.
- F. "Certificate of compliance" means a statement signed and dated by the City that certifies that each rental unit complies with the requirements and standard of this Chapter.
- G. "Certificate of inspection" means the form created by the City and completed and issued by a qualified rental housing inspector following an inspection that certifies that each rental unit that was inspected passed inspection.
- G.H. "Change of use" means the conversion of any rental unit: from a residential use to a nonresidential use; to a condominium; or from a long-term rental to a short-term rental, as defined in OMC 18.02.170, which results in the displacement of an existing tenant. An owner displacing a tenant so that the owner can occupy the rental unit as the owner's primary residence does not constitute a change of use.
- H.I. "Days" means calendar days unless otherwise provided.
- J. "Declaration of compliance" means a statement submitted to the City by a rental property owner or landlord that certifies that, to the best of such person's knowledge, each rental unit complies with the requirements and standards of this Chapter and Chapter 59.18 RCW, and that there are no conditions presented in any rental unit that endanger or impair the health or safety of a tenant.
- K. "Demolition" means the destruction of any rental unit or the relocation of an existing rental unit or units to another site.
- L. "Displacement" or "displaced" means the demolition, substantial rehabilitation, or change of use requiring an existing tenant or tenants to vacate the rental unit, but does not include the relocation of a tenant from one rental unit to another rental unit with the tenant's consent or the temporary relocation of a tenant for less than 72 hours.
- J.M. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."
- K.N. "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 80 percent of the median family income adjusted for family size, for Thurston County, as reported by the United States Department of Housing and Urban Development.
- L.O. "Mobile home" or "manufactured home" means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.
- M.P. "Owner" or "rental property owner" means the owner of record as shown on the last Thurston County tax assessment roll, or such owner's authorized agent.

~~N-Q.~~ "Qualified rental housing inspector" mean a private inspector who possesses at least one of the following credentials and who has been approved by the City as a qualified rental housing inspector based on a process developed by the City consistent with the intent of this Chapter:

1. American Association of Code Enforcement Property Maintenance and Housing Inspector certification;
2. International Code Council Property Maintenance and Housing Inspector certification;
3. International Code Council Residential Building Code Inspector;
4. Washington State licensed home inspector; or
5. Other acceptable credential as determined by the City.

O. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

P. "Rental agreement" means any agreement that establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a rental unit.

Q. "Rental property" means a single parcel with one or more rental units made available for rent or rented by the same landlord.

R. "Rental property complex" means contiguous parcels with rental units rented by the same landlord as a single rental complex.

S. "Rental unit" means a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including single-family residences and units of multiplexes, apartment buildings, and mobile homes and which is made available for rent or rented.

T. "Residential rental housing registration" means registration of one or more rental units as required by this Chapter.

U. "Shelter" means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity, the primary purpose of which is to provide temporary shelter for persons experience homelessness in general or for specific populations of such persons and includes a homeless shelter, an emergency shelter, and an emergency housing facility as defined in OMC 18.02.180.

V. "Single-family dwelling" means a single unit providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, cooking, and sanitation.

~~V-W.~~ "Substantial rehabilitation" means extensive structural repair or extensive remodeling that requires a building, electrical, plumbing, or mechanical permit, or is valued at \$6,000 or more per rental unit and that cannot be done with the tenant in occupancy.

~~W-X.~~ "Tenant" means any person who is entitled to occupy a dwelling rental unit primarily for living or dwelling purposes under a rental agreement.

~~X-Y.~~ "Transitional housing" means housing that provides stability for residents for a limited time period, usually two weeks to 24 months, to allow them to recover from a crisis such as homelessness or domestic violence before transitioning into permanent housing. Transitional housing often offers supportive services, which enable a person to transition to an independent living situation.

~~Y-Z.~~ "Unit not available for rent" means a rental unit that is not currently offered or available for rent as a rental unit.

5.82.0340 Rent Increase Notification; Tenant's Right to Terminate Tenancy

- A. A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect.
- B. A landlord may not increase the rent of a tenant by 10 percent or more of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.
- C. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
- D. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040. Notice of any rental increase of five percent or less may be served in accordance with RCW 59.12.040.

E. If a landlord gives notice of intent to increase the amount of rent by more than five percent, the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 20 days' written notice and should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit. A landlord may not charge a tenant any fines or fees for terminating a rental agreement under this subsection.

F. Any notice of rent increase required by this section must state, in clear language, that because the landlord seeks to increase the rent paid by the tenant by more than five percent, , the tenant may terminate the tenancy at any point prior to the effective date of the increase by providing at least 20 days' written notice and, should the tenant so terminate the tenancy, the tenant only owes prorated rent through the date when the tenant vacates the rental unit.

G. The increase notice required by OMC 5.82.040(A) and (B) must specify:

1. The amount of the increase;
2. The total amount of the new rent;
3. The date the increase becomes effective;
4. The rationale for the rent increase; and
5. The rights of tenants under the Economic Displacement Relocation Assistance program under OMC 5.82.040, including:
 - a. A statement of the right of the tenant to request economic displacement relocation assistance in writing within 45 days of receipt of the increase notice;
 - b. A statement that the landlord must pay relocation assistance within 31 calendar days of receiving the request for relocation assistance, and that the landlord must pay to the tenant relocation assistance equivalent to:
 1. Two times the tenant's existing monthly rent if the rent increase is more than five percent but less than 10 percent.
 2. Three times the tenant's existing monthly rent if the rent increase is ten percent or more.
 - c. A statement that if the tenant receives timely relocation assistance as provided for under OMC 5.82.040, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if the tenant provide at least 20 days' written notice and pay prorated rent until they vacate the unit.
 - a-d. A statement that if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice

for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

5.82.040 Economic Displacement Relocation Assistance

A. If, within 45 calendar days after a tenant receives notice indicating a rent increase of more than five percent, in accordance with OMC 5.82.040(G)(6), the tenant may request, in writing, that the landlord provide relocation assistance.

B. If requested by the tenant, within 31 calendar days of receiving the request for relocation assistance, the landlord shall pay to the tenant relocation assistance equivalent to:

1. Two times the tenant's existing monthly rent if the rent increase is more than five percent but less than 10 percent.
2. Three times the tenant's existing monthly rent if the rent increase is ten percent or more.

C. The requirements of this section apply per rental unit, not per individual tenant.

Return of Relocation Assistance.

A. If the tenant receives timely relocation assistance as provided for under this chapter, the tenant may relocate at any time during the remainder of the tenancy prior to the effective date of the rent increase, if they provide at least 20 days' written notice and pay any rent owing until they vacate the unit. When a tenant vacates a rental unit under this section, the tenant owes rent prorated to the date the tenant vacates the unit.

B. At the conclusion of this relocation period, if the tenant remains in the rental unit until the effective date of the rent increase, the tenant is obligated to pay the increased rent in accordance with the increase notice for the duration of the tenant's occupancy of the rental unit and to repay any relocation assistance provided to the tenant.

Notice to the City.

A landlord shall provide notice to the City of Olympia of:

- A. Any request for relocation assistance, within 30 days of receipt of such notice; and
- B. Any payment of relocation assistance within 30 days of making such payment.

Exceptions.

A. The Economic Displacement Relocation Assistance provisions do not apply to any of the following:

1. A landlord and tenant living on the same site if the site has only one rental unit;
2. A landlord and tenant living together in the same single-family dwelling where the tenant shares the dwelling with the owner;
3. Tenants who have lived in the rental unit for less than six months;
4. Living arrangements exempted under RCW 59.18.040;
5. Transient dwelling, as defined in OMC 18.02.180, which includes a short-term rental;
6. An assisted living dwelling defined in OMC 18.02.180.
7. A shelter, as defined in OMC 5.82.020(u).
8. A rental agreement which governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household. This exception for subsidized

housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.

5.82.050 Pet Damage Deposits

- A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.
- B. Exceptions
 - 1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal. For purposes of this subsection, "assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.
 - 2. A landlord may not charge a pet damage deposit in that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program.
- C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule must be described in the rental agreement.
- D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 30 days from the end of the tenancy, consistent with RCW 59.18.280(1)(a), the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.
- E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

5.82.060 Limits to ~~Move-in~~ Fees

~~A refundable security deposit or last month's rent may be charged by a landlord before a tenant takes possession of a rental unit. Landlords are prohibited from charging tenants any other non-refundable fees or one-time fees at the beginning of the tenancy, including a fee to hold a rental unit prior to the tenant taking possession. The amount of the refundable security deposit or last month's rent may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program. A landlord is prohibited from charging or accepting any move-in fee in excess of that allowed in this section. Nothing in this section prohibits a landlord from charging a pet damage deposit, as allowed in OMC 5.82.050.~~

- A. A landlord may not charge a tenant excessive fees, fees for anticipated landlord expenses, and may not require the payment of any fee except as provided in this section. A fee must be described in a written rental agreement. All required rent, fees, and charges must be identified in writing to a tenant prior to application. A landlord may require only the following types of fees:

1. Applicant screening charges, pursuant to RCW 59.18.257;

2. A refundable security deposit or last month's rent to secure possession of a rental unit, which may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437 f, commonly known as the choice voucher program;
3. Refundable pet damage deposits, pursuant to OMC 5.82.050;
4. Utilities or utility-related charges, provided that the landlord provides a clear accounting or methodology for utility charges if not based on tenant usage;
5. Late charges or fees for late payment of rent (not to exceed \$10.00 per month); and
6. Fees to reimburse a landlord expense, which must be substantiated by the landlord pursuant to the requirements in RCW 59.18.280, including:
 - a. Repair of damages to the rental unit or rental property or replacement of fixtures in the rental unit, as allowable under RCW 59.18.180(1) and RCW 59.18.280;
 - b. Improvements, amenities, or other services that are requested by the tenant and that are not required of the landlord by the rental agreement or by RCW 59.18.060;
 - c. Dishonored checks.
 - d. Costs to re-rent a rental unit as allowable under RCW 59.18.310 after a tenant abandons the unit and as authorized by OMC 5.82.030(E).

B. Nothing prohibits a landlord from offering one or more nonessential services, but a tenant must be allowed to opt out of such service(s) and any associated fee(s), if the tenant chooses to not participate. For the purposes of this subsection, "nonessential services" means a third-party service offered by the landlord to the tenant at the tenant's cost where a viable alternative is available, but does not include a duty required to be provided by a landlord pursuant to RCW 59.18.060 or utilities that are required by the lease agreement to be paid by the tenant.

A.C. A landlord is permitted to pursue arbitration fees, reasonable attorneys' fees, and court costs, as authorized by RCW 59.18 and RCW 59.12.

5.82.070 Registration of Rental Units

- A. Registration required for rental units.
 1. Any person who makes available for rent, or rents, any rental unit not exempt under subsection B of this section shall, prior to making such unit available for rent or renting such unit, register the rental unit with the City, and shall maintain the registration throughout the term of the rental of such unit.
 2. A residential rental housing registration is good for one calendar year and expires on December 31st of the calendar year of registration or renewal.
 3. The residential rental housing registration for a rental unit is transferable to any person who acquires ownership of a registered rental unit for the unexpired portion of the one-year term for which it was issued.
- B. Exempt rental units. This section does not apply to the following types of rental units:
 1. A unit within an owner-occupied single-family dwelling where the tenant shares the dwelling with the owner;
 - 1-2. A rental unit occupied by the owner's immediate family (child, parent, sibling). The owner shall submit a declaration on a form provided by the City to qualify for this exemption. The owner may lose this exemption if a tenant submits a complaint to the City about the building condition or a violation of OMC 5.82;
 - 2-3. A unit not available for rent; provided that a unit must be registered under this section before being made available for rent or rented;

- ~~3.4.~~ An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;
- ~~4.5.~~ A living arrangement exempted under RCW 59.18.040;
- ~~5.6.~~ A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;
- ~~6.7.~~ An assisted living dwelling defined in OMC 18.02.180-~~7~~, with the exception of Permanent Supportive Housing.

- C. Application. A landlord registering a rental unit or units pursuant to this section shall follow the process and shall utilize the form established by the City. The landlord shall pay the required registration fee, submit a declaration of compliance and such other information as required by the City, and shall provide a mailing address to which the City will send any notice required under this Chapter.
- D. Renewal. A landlord shall renew a residential rental registration for the ensuing year on or before the date of the expiration of the current registration by submitting a renewal application on a form and through a process established by the City, updating the information contained in the original application as necessary, and paying the required annual registration fee.
- E. Landlord shall provide and update mailing address. Each landlord registering a rental unit or units under this section or renewing a registration shall provide the City with a mailing address and shall notify the City of any change in the landlord's mailing address. Any notice required to be provided to a landlord or rental property owner by the City that the City mails to the address provided through the registration or renewal process must be deemed received three days after mailing.
- F. Posting of program information. At each rental unit registered under this section, or in a common area of the rental property, the landlord shall post information regarding the City's rental housing and safety inspection program; provided, that the City may establish one or more alternative or additional methods for conveying the information to tenants. Upon request by a landlord, the City shall provide a form with the information required in this subsection.
- G. Fees Established. A landlord of a rental unit subject to the registration requirements under this section shall pay an annual registration fee of \$35 per rental housing unit. An affordable housing provider may request an exemption from registration fees and the City may grant such a request at its discretion.
- H. Penalty. Any person who fails to properly register any rental unit or fails to submit the required documentation for renewal of such registration on or prior to the expiration date of the registration is in violation of this chapter and is subject to the penalty provisions of OMC 5.82.130.

5.82.080 Business License Required for Rental Housing Units.

- A. Unless exempt under subsection B below, each and every person making available for rent or renting one or more rental units within the City limits shall, in accordance with Chapter 5.02 OMC, obtain and maintain a business license. One business license covers all of a person's rental units within the City; however a separate business license is required for any other business operated by such person, in accordance with OMC 5.02.005.
- B. Exemptions. A landlord is exempt from the requirement to obtain a business license under this section if the landlord rents only the following types of rental units:
 - 1. A single rental unit located on the same property as an owner-occupied residence;
 - 2. Rental units exempt from the residential rental housing registration requirements under OMC 5.82.070(B). The operation of dwelling or lodging types that do not fall under this Chapter, such as hotels, motels, short-term rentals, shelters, transitional housing, and housing accommodations at an institution, may require an Olympia business license under a different Olympia Municipal Code provision.
- C. Certificate of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the renewal of the business license, possess a certificate of compliance issued by the City, certifying that

each rental unit made available for rent or rented by the landlord has been inspected as required by OMC 5.82.090.

- D. Declaration of compliance. As a condition of the issuance or renewal of a business license, a landlord shall, prior to the issuance of the business license, provide to the City a valid declaration of compliance declaring that each rental unit made available for rent or rented by the landlord complies with the requirements of this Chapter and RCW Chapter 59.18 and that there are no conditions present in the rental unit or units that endanger or impair the health or safety of any tenant.
- E. Denial, suspension, or revocation of license – Appeal
1. Denial or revocation of business license. A landlord may be denied a business license, or a landlord's business license may be suspended or revoked, for any of the following reasons:
 - a. The landlord fails to obtain a certificate of compliance as required by this section;
 - b. The certificate of compliance or business license was procured by fraud or false representation of fact;
 - c. The landlord has failed or fails to comply with any of the provisions of this Chapter;
 - d. The landlord fails to pay any fee due to the City under this Chapter;
 - e. The landlord's rental unit or units is subject to a notice of violation for a municipal code violation which has been deemed committed or found to have been committed;
 - f. Any reason set forth in OMC 5.02.050.
 2. Process – Appeal. The denial, suspension, or revocation of a landlord's business license must comply with the business license denial, suspension, or revocation procedures set forth in Chapter 5.02.050 OMC. A landlord may appeal the denial, suspension, or revocation of a business license as provided in OMC 5.02.060.
 3. Reinstatement of business license. If a landlord's business license is suspended or revoked, or an application for a license is denied, the City may grant the landlord a business license only after:
 - a. Any and all deficiencies on which the denial, suspension, or revocation was based have been corrected;
 - b. In the event an inspection has been required, an inspection has been completed and the landlord has provided to the City a valid certificate of inspection that meets the requirements of this Chapter;
 - c. The landlord pays the registration and license fee as set forth in this Code; and
 - d. The landlord reimburses the City in full for any applicable tenant relocation assistance costs under OMC 5.82.090 and RCW 59.18.085 paid by the City on the Landlord's behalf.
- F. Penalty for not obtaining license. In addition to the penalties set forth in Chapter 5.02 OMC, a landlord who makes available for rent or rents a rental unit without having a valid and current business license is in violation of this Chapter and is subject to the penalty provision of OMC 5.83.130, below.

5.82.090 Periodic Inspections Required for Rental Properties

- A. Inspection and certificate of inspection required.
1. Unless exempt under subsection B(1) below, each and every rental property in the City must be inspected at least once every five years by a qualified rental housing inspector and a certificate of inspection, reflecting the completed inspection, must be provided to the City. A required inspection is complete only after a qualified rental housing inspector has performed an in-person inspection as

required by this section and has issued a certificate of inspection on the form provided by the City and the certificate of inspection is received by the City.

2. Nothing in this section precludes inspection of a rental property or one or more units thereof under RCW 59.18.115, RCW 59.18.150, or other applicable law, pursuant to a valid search warrant, or at the request or consent of a tenant.

B. Exemptions; certain inspection reports accepted in lieu of certificate of inspection.

1. The following rental properties are exempt from the inspection requirements of this section:
 - a. A rental property consisting of a single rental unit located on the same property as an owner-occupied residence.
 - b. A rental property consisting only of a rental unit or units exempt from the residential rental housing registration requirements of OMC 5.82.070(B).
 - c. A rental property that received a certificate of occupancy within the previous 10 years and for which the City has not during that period received any report of any municipal code violation or violations at the rental property or of conditions at the rental property that endanger or impair the health or safety of a tenant.
2. In lieu of a certificate of inspection provided by a qualified rental housing inspector following an inspection under this section, the City may accept an alternate inspection report from an affordable housing provider that is required to complete a periodic inspection if the report reflects that inspection performed was substantially equivalent to the City's inspection standards. This includes an inspection report for a privately owned rental housing property rented to a voucher recipient if the rental property has passed inspection by Housing Authority of Thurston County.

C. City Administration.

1. The City shall create and make available a rental unit inspection checklist to be utilized by qualified rental housing inspectors conducting inspections of a rental properties under this section. The checklist must consist, at a minimum, of a number of health and safety elements, and such other elements as the City may elect to include, that a rental unit subject to inspection either meets or fails.
2. The City shall create and make available a certificate of inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
3. The City shall create and make available a notice of failed inspection form to be used by a qualified rental housing inspector in conducting an inspection of rental properties under this section.
4. The City shall create and make available a tenant notice form to be utilized by rental property owners in informing tenants of the impending inspection of a rental property and individual rental units, as required by RCW 59.18.125(7)(a) and subsection E(2), below. Such notice must comply with RCW 59.18.125(7)(a) and must state that a tenant with a disability who may be negatively affected by entry into their rental unit by the inspector may request a reasonable accommodation by the City, including the City selecting an alternate unit for inspection.
5. The City shall determine the methodology for selecting which units within a rental property are subject to inspection under subsections D(2) and (3), below, and for each rental property subject to a periodic inspection, shall select units for inspection using such methodology and inform the rental property owner and the inspector of the rental units selected for inspection.
6. By December 1 of the year before a rental property's inspection must be completed, the City shall mail a notice to the rental property owner informing the owner that the inspection under this section must be completed in the coming calendar year and identifying those rental units at the rental property that are subject to inspection. The City shall mail such notice to the rental property owner at the address provided on the rental property owner's registration under OMC 5.82.070.

D. Rental units subject to inspection.

1. Except as provided in subsections 4 and 5 below, for a rental property consisting of one to four rental units, one rental unit may be selected by the City for inspection.
2. Except as provided in subsections 4 and 5 below, for a rental property consisting of between five and 20 rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of four units, may be selected by the City for inspection.
3. Except as provided in subsections 4 and 5 below, for a rental property consisting of 21 or more rental units, no more than 20 percent, rounded up to the next whole number, of the rental units, up to a maximum of 50 units, may be selected by the City for inspection.
4. If one or more units on a rental property selected for inspection by the City fail inspection, the City may require up to 100 percent of the units on the rental property be inspected.
5. If the City has, since the last required inspection, received one or more reports of a municipal code violation at the rental property or conditions at the rental property that endanger or impair the health or safety of a tenant, the City may require 100 percent of the units on the rental property be inspected.

E. Conduct of Inspection of Rental Property.

1. After receiving notice from the City that a rental property is due for inspection under this section, a rental property owner shall arrange with a qualified rental housing inspector to perform, at a particular date and time, the inspection of the unit or units identified by the City as subject to inspection. The inspection must be conducted at the rental property owner's expense, except as provided in subsection 7, below.
2. Not more than 60 nor fewer than 30 days prior to the date set for the inspection, the rental property owner shall provide notice to each tenant of the rental property of the impending inspection, using the form created by the City, completed by the rental property owner with all required information. The rental property owner shall provide a copy of the notice to the inspector upon request on the day of inspection.
3. The qualified rental housing inspector shall conduct an in-person inspection of the rental unit or units selected by the City for inspection. The rental property owner shall allow the inspector to access the rental property and shall, under the authority of RCW 59.18.150, facilitate the inspector's access to each rental unit subject to inspection, including providing the notice required in subsection 2, above.
4. In conducting an inspection under this section, the inspector may only investigate a rental property as needed to provide a certificate of inspection under this section.
5. In conducting an inspection under this section, the inspector shall utilize the checklist developed by the City, inspecting the unit or units subject to inspection to determine if the unit meets or fails to meet each element listed on the checklist. If any rental unit fails to meet any element of the checklist, the rental property fails the inspection and a certificate of inspection for the rental property may not be issued.
6. Unless the rental property fails the inspection, the inspector shall, within 10 days of conducting an inspection of a rental property, issue a certificate of inspection on the form developed by the City and shall provide a copy of the certificate of inspection to the City and to the rental property owner.
7. If the rental property fails the inspection, the inspector shall, within 10 days of the inspection, provide the rental property owner and the City a notice of inspection failure. A rental property owner may appeal a failed inspection under subsection F, below.

8. The City may, at the City's discretion, provide City funding for an inspection of a rental property operated by an affordable housing provider.
- F. Appeal of failed inspection. If a rental property fails an inspection under this section, the rental property's owner may appeal such failure by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of issuance of the notice of failed inspection. The appeal notice must identify the rental property subject to the notice of failed inspection, the name of the rental property's owner, and must state with particularity the basis for the appeal. A copy of the notice of failed inspection must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the failed inspection. The City Manager's or designee's decision is the final decision of the City.
 - G. Failure to complete inspection when required. If a rental property owner fails to complete an inspection of the rental property owner's rental property by the end of the calendar year in which the inspection is due, or if the rental property fails the inspection:
 1. The City shall mail a notice of non-compliance to the rental property owner.
 2. Upon receipt of a notice of non-compliance, a rental property owner shall, within 30 days, complete the required inspection and provide a certificate of inspection to the City or enter into a compliance agreement with the City.
 3. If, 30 days after receipt of a notice of non-compliance, a rental property owner has not completed the required inspection and provided a certificate of inspection to the City or has not entered into a compliance agreement with the City, or if at any time a property owner violates the terms of a compliance agreement with the City:
 - a. The rental property owner is in violation of this Chapter and is subject to the penalty provisions of OMC 5.82.130, below;
 - b. The City may declare the rental property or one or more units thereof, unlawful to occupy pursuant to RCW 59.18.085; after so declaring, the City shall mail written notice to the property owner and any and all affected tenants that the rental property or a unit or units have been declared unlawful to occupy;
 - c. The City may suspend or revoke the property owner's business license pursuant to OMC 5.02.050; and
 - d. The rental property owner shall pay for relocation assistance to each displaced tenant as provided in RCW 59.18.085, and, if the City pays for relocation assistance on behalf of the property owner, the property owner shall reimburse the City for all such amounts paid.

5.82.100 Prohibition on Passing Charges to a Tenant to Comply with a Program.

A landlord may not pass on to the tenant any costs incurred by the landlord in complying with this Chapter including: inspection fees, registration fees, business license fees, and repairs not related to damages caused by the tenant.

5.82.110 Rent Increases Prohibited if Rental Unit has Defective Condition.

- A. A landlord may not increase the rent charged to a tenant by any amount if the rental unit has one or more defective conditions making the rental unit uninhabitable, if a tenant's request for repair to make the rental unit habitable has not been completed, or if the rental unit is otherwise in violation of RCW 59.18.060. If the tenant believes the rental unit has one or more defective conditions making the unit uninhabitable or violates RCW 59.18.060, the tenant may notify the landlord in writing as required by RCW 59.18.070,

specifying the premises involved; the owner's name, if known; and the defective condition before the effective date listed in the notice of rent increase.

- B. A landlord may not increase rent on any unit in a rental property if the rental property owner has not completed inspection of the rental property as required in OMC 5.82.090, or if the rental property has failed inspection under that section.

5.82.120 Relocation Assistance for tenants of condemned rental units or units determined to be unlawful to occupy.

The purpose of this section is to establish, pursuant to RCW 59.18.085, a relocation assistance program for tenants whose rental units have been condemned or determined unlawful to occupy by the City.

A. A landlord shall pay relocation assistance to the landlord's tenant pursuant to this section and RCW 59.18.085 when the tenant's rental unit has been condemned by the City or determined by the City to be unlawful to occupy.

B. Notice. At the time the City notifies a landlord that a rental unit owned or managed by the landlord has been condemned or determined to be unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, the City will also notify both the landlord and the tenant(s) that the tenant(s) may be entitled to relocation assistance from the landlord under this section and RCW 59.18.085.

B. Advancement of relocation assistance by the City. If the City determines that a tenant(s) is entitled to relocation assistance under this section and RCW 59.18.085, and the landlord has failed to provide the tenant(s) with relocation assistance within seven days of the City notifying the landlord of the condemnation or determination of unlawful to occupy, the City may advance the cost of relocation assistance to the tenant(s). The amount of relocation assistance advanced per rental unit may be no more than \$2,000, or three times the monthly rent, whichever is greater.

C. Reimbursement to the City. The landlord shall reimburse the City the relocation assistance advanced by the City to the tenant(s) within 60 days from the date that the City first advanced said funds.

D. Penalty. If a landlord fails to repay the City for the advanced relocation assistance within 60 days, the City shall, pursuant to RCW 59.18.085(f), assess civil penalties in the amount of \$50 per day for each displaced tenant. In addition, if the City has advanced relocation assistance to a tenant entitled to such assistance under this section or RCW 59.18.085, and if the landlord fails to reimburse the City as required by this section, interest on such amount accrues at the maximum legal rate of interest permitted under RCW 19.52.020, commencing 30 days after the date the City first advanced relocation assistance funds to the displaced tenant(s). The City is also entitled to attorney's fees and costs arising from any legal action taken to recover unpaid relocation assistance, penalties, and interest.

E. Exemptions. A landlord is exempt from payment or reimbursement to the City of relocation assistance if the landlord demonstrates by a preponderance of the evidence within seven days of the City sending notice of the condemnation or determination of unlawful to occupy that the condition(s) causing the dwelling to be condemned or unlawful to occupy was directly caused by:

1. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;
2. a natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or
3. the acquisition of the property by eminent domain.

5.82.130 Relocation Assistance for Low-Income Tenants Displaced by demolition, substantial rehabilitation, or change of use of rental units

The purpose of this section is to establish, pursuant to RCW 59.18.440, a tenant relocation assistance program for low-income tenants who are displaced when a rental property or rental unit is demolished, substantially rehabilitated, or upon the change of use of such property or rental unit. For purposes of this

section, "low income" means total combined income per rental unit is at or below 50 percent of the median income, adjusted for family size, in Thurston County, Washington.

A. A landlord shall pay relocation assistance to a low-income tenant(s) if the tenant(s) is displaced as the result of: demolition, substantial rehabilitation, or change of use of the property or rental unit.

B. Exemptions. This section does not apply (except as otherwise expressly required by state or federal law) to low-income tenants who are displaced due to the following circumstances or from the following housing types:

1. Any rental unit demolished or vacated because of

a. a tenant's or any third party's illegal conduct without the landlord's prior knowledge;

b. natural disaster, such as an earthquake, tsunami, windstorm, or hurricane; or

c. the acquisition of the property by eminent domain.

2. Any rental unit ordered vacated or demolished because of damage within the landlord's control where relocation assistance under OMC 5.82.120 and RCW 59.18.085 applies;

3. An owner-occupied mobile home or manufactured home, both as defined in Chapter 59.20 RCW;

4. A living arrangement exempted under RCW 59.18.040;

5. A transient dwelling as defined in OMC 18.02.180, which includes a short-term rental;

6. An assisted living dwelling defined in OMC 18.02.180.

7. Any rental unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and

8. A shelter, as defined in OMC 5.82.020(u).

9. A landlord is not required to pay relocation assistance to:

a. A tenant who moves from a rental unit prior to the application by the owner of the rental unit for any governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit;

b. A tenant who moves into a rental unit after application by the owner of the rental unit for any necessary governmental permit necessary for the demolition, substantial rehabilitation, or change of use of the rental unit, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance;

c. A tenant who moves into a rental unit after any required condominium conversion notification or filing, if the tenant receives, prior to taking possession of the rental unit, written notice from the property owner that specifically describes the activity or condition that may result in the tenant's temporary or permanent displacement and advises the tenant of the tenant's ineligibility for relocation assistance.

d. A tenant who is offered an opportunity to purchase their rental unit prior to conversion to a condominium, provided that the property owner enters into a relocation agreement with any tenant(s) who earns 50 percent of Area Median Income or below and who is unable or who does not wish to purchase their rental unit, and provided the property owner submits the relocation agreement to the City for approval. The City may condition its approval of the relocation agreement on the property owner entering into a compliance agreement with the City.

C. Notice to Tenants. When a tenant is to be displaced due to demolition, substantial rehabilitation, or change of use of the rental property or their rental unit, a landlord may only terminate the tenancy by providing a tenant with written notice at least 120 days before the end of the month or period of tenancy. The notice must include a Tenant Relocation Information packet that informs the tenant of their rights under this chapter, a tenant income verification form, and instructions that tenants must complete and return the form to the City within 30 days from the date that the notice was provided.

D. Notice to City. Within 14 days of providing the tenant with the notice required by subsection C, above, including the Relocation Information Packet, the landlord shall provide the City with a list of names of the tenants listed in the lease agreement and number of rental units for the rental unit(s) subject to demolition, substantial rehabilitation, or change of use.

E. Tenant eligibility for relocation assistance. Low-income tenants who are parties to a rental agreement for the rental unit are eligible for relocation assistance, but only if the tenant to be displaced resides in a rental unit at issue when the landlord delivers the notice required by subsection C, above and only if the tenant completes and provides to the City the tenant income verification form and is determined by the City to meet income eligibility requirements.

F. Tenant income verification.

1. To be eligible for relocation assistance under this section, a tenant must complete and provide to the City, within 30 days from the date that the notice, as required in subsection C, above, was provided, the income verification form. To be complete, the tenant income verification form must include the names of all occupants of the rental unit, the total combined monthly and annual income of the occupants of the rental unit, the total combined income of the occupants for the current calendar year, and must be signed by the tenant. Any tenant who fails to return a completed tenant income verification form to the City within 30 days from the date that the notice required in subsection C, above, was provided is not eligible for relocation assistance unless the tenant has requested and received a written extension from the City.

2. Based on the information contained in the complete tenant income verification form, the City determines which tenants qualify as low-income tenants and are therefore eligible to receive relocation assistance.

3. Any tenant who fails or declines the opportunity to submit the tenant income verification form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, is not eligible for relocation assistance under this section.

G. Relocation assistance verification. Within 30 days of the City's receipt of the completed tenant income verification forms from all tenants who are parties to a rental agreement in a rental unit, the City will mail to each rental unit household who submitted a complete tenant income verification form and to the landlord, at the address provided under OMC 5.82.070(E), a notice stating whether or not the rental unit household is eligible for relocation assistance.

H. Appeal. Both the tenant and the owner may file an appeal of the City's determination of a tenant's eligibility for relocation assistance by submitting a written appeal notice to the City Manager. The appeal notice must be received by the City Manager within 14 days of City's issuance of the notice of eligibility for relocation assistance. The appeal notice must identify the rental property at issue, the rental unit at issue, the name of the rental property's owner, the name of the tenants who are parties to a rental agreement of the unit at issue and must state with particularity the basis for the appeal. A copy of the notice of eligibility determination for relocation assistance must be provided to the City Manager along with the appeal notice. The City Manager, or designee, shall, within 30 days of receipt of the appeal, review the appeal and shall issue a written decision to uphold, modify, or reverse the City's determination. The City Manager's or designee's decision is the final decision of the City.

I. Relocation assistance payments.

1. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the City, may receive a total relocation assistance payment of \$2,000 for their eligible rental unit. The amount of relocation assistance is adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics for the Seattle-Tacoma-Bellevue area. The relocation assistance payment is in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

2. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

3. Within 10 days after receipt by the owner of the notice of tenant eligibility, the landlord shall pay eligible tenants who will be displaced the landlord's portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment. Upon receipt of the owner's share of relocation assistance costs, the City will send the City's portion of relocation assistance payments to eligible tenants.

5.82.140 Right to Install Cooling Devices

A. A landlord may not prohibit a tenant from installing or using a portable cooling device (air conditioner or evaporative cooler) in a rental unit. A landlord may only prohibit or restrict a tenant from installing or using a portable cooling device if installation or use of the device would:

1. Violate building codes or state or federal law;
2. Violate the device manufacturer's written safety guidelines for the device;
3. Damage the premises or render the premises uninhabitable;
4. Require more amperage to power the device than power service to the building, rental unit, or circuit can accommodate;
5. Block a window that serves as the necessary egress (i.e. exit) from the rental unit;
6. Interfere with the tenant's ability to lock a window that is accessible from outside;
7. Damage or void the warranty of the window or frame, puncture the envelope of the building, or otherwise cause significant damages due to the use of brackets or other hardware required to securely fix the device;
8. Damage the rental unit or building because the device cannot be adequately drained; or
9. Risk the device falling.

B. A landlord may require portable cooling devices to be:

1. Installed or removed by the landlord or landlord's agent;
2. Subject to inspection or servicing by the landlord or landlord's agent; or
3. Removed from October 1 through April 30.

C. A landlord may not enforce a restriction on portable cooling devices against a tenant allowed under this section unless the restrictions are in writing and delivered to the tenant.

D. A landlord is immune from liability for any claim for damages, injury, or death caused by a portable cooling device installed by the tenant.

E. A landlord who must limit portable cooling devices for a building under subsection (A)(4) of this section shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability. A landlord is not responsible for any interruption in electrical service that is not caused by the landlord, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device.

5.82.1520 Retaliation Prohibited.

A landlord may not retaliate against a tenant for asserting tenant rights under the tenant protection provisions of this Chapter or any other applicable tenant protection law.

- A. It is a violation of this Chapter and a defense against eviction for a landlord to threaten, commence, or carry out retaliation, including a retaliatory eviction, based on the tenant having asserted rights and protections afforded by this Chapter or any other applicable tenant protection law.
- B. There is a rebuttable presumption that a landlord's action was retaliatory if the action occurred within 90 days of the tenant asserting a right or protection afforded by this Chapter or any other applicable tenant protection law.
- C. In addition to the definitions of retaliation provided in RCW 59.18.240, prohibited retaliatory actions under this section include:
 1. Rescinding an offer of lease renewal;
 2. Refusing to provide, accept, or approve a rental application or a rental agreement;
 3. Misrepresenting any material fact when providing a rental reference about a tenant; and
 4. Threatening to allege to a government agency that a tenant or prospective tenant, or a family member of a tenant or prospective tenant, is not lawfully in the United States.
- D. A landlord who retaliates against a tenant for asserting rights or protections afforded by this Chapter or any other applicable tenant protection law is in violation of this Chapter and is liable to the tenant and is subject to the remedies and penalties under OMC 5.82.130.

5.82.1630 Violations

- A. Any tenant claiming injury from any violation of this chapter may bring an action in Thurston County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.
- B. A landlord who violates this Chapter is liable to the tenant in an action brought by the tenant under subsection A, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's or owner's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; (3) reasonable attorney fees and costs incurred by the tenant in bring such action.
- C. A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the rental unit.

- D. A landlord's failure to comply with any of the provisions of this chapter may result in denial, suspension, or revocation of a business license, as provided in OMC 5.82.080.
- E. A landlord or rental property owner who violates any provision of this Chapter commits a civil infraction or infractions and is subject to a fine or fines as set forth below. Each day a landlord or rental property owner is in violation of any provision of this Chapter constitutes a separate violation.
1. First offense: Class 3 (\$50), not including statutory assessments.
 2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
 3. Three or more offenses arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.
- F. The penalties imposed in this Chapter are not exclusive when the acts or omissions constitute a violation of another chapter of the Olympia Municipal Code. In addition to all other penalties, remedies, or other enforcement measures established within this Chapter, or as otherwise provided by law, any act or omission that constitutes a violation of this Chapter may be subject to penalties and enforcement provisions as provided by other provisions of the Olympia Municipal Code, and such penalties and enforcement provisions may be imposed as set forth in such provisions. The exercise of one remedy does not foreclose use of another. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity.