

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 22-0545**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTER 8.55 OF THE KENMORE MUNICIPAL CODE TO
ADOPT TENANT PROTECTIONS INCREASING NOTICE FOR RENT
INCREASES, CAPPING LATE FEES, CAPPING MOVE IN FEES AND
DEPOSITS, AUTHORIZING TENANT PAYMENT PLANS,
PROHIBITING REQUIREMENT FOR SOCIAL SECURITY NUMBER IN
SCREENING MATERIALS, AND AUTHORIZING ALTERATION OF
RENT DUE DATE DUE TO TENANT’S FIXED INCOME; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, over the past several years rents in Kenmore and King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) (“*Affordable Housing Task Force Final Report*”), which identifies that renting rather than owning a home increases the chances of being severely cost burdened,¹ and recognizes an existing affordable housing crisis in King County;² and

WHEREAS, the *Affordable Housing Task Force Final Report* includes a regional plan with goals, strategies and a five-year action plan to address the affordable housing crisis, and Goal 4 of the action plan is to “[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness”;³ and

WHEREAS, a report by the Seattle Women’s Commission and the Housing Justice Project of the King County Bar Association, entitled *Losing Home The Human Cost of Eviction in Seattle* (Sept. 2018) (“*Losing Home Report*”)⁴ identifies that: 1) national research shows eviction is one of the leading cause of homelessness; 2) research data shows that 51.7% of tenants evicted were people of color; 3) tenants face steep financial costs resulting from eviction; and 4) 86.5% of eviction filings were for nonpayment of rent and of these, 52% were for one month or less.⁵ and

WHEREAS, the *Losing Home Report* states that “[b]ecause evictions disproportionately impact marginalized communities and have long-lasting harm on individuals as well as the broader

¹ King County Regional Affordable Housing Task Force, *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) at 15.

² *Id.* at 7.

³ *Id.* at 8.

⁴ *Losing Home Report* lead authors: Tara Cookson, PhD, Margaret Diddams, PhD, Xochitl Maykovich, and Edmund Witter.

⁵ *Losing Home Report* at 7.

community, it is imperative for local and state governments to take immediate action to address evictions”⁶; and

WHEREAS, in 2019, the City Council adopted Ordinance 19-0484, codified at Chap. 18.55 of the Kenmore Municipal Code (“KMC”), adopting notice of rent increase protections and findings in support of said protections; and

WHEREAS, in the face of the affordable housing crisis, several other cities, such as Seattle, Auburn, Burien, Kent, Tukwila, and Federal Way, and King County have adopted tenant protections; and

WHEREAS, at its February 14, 2022, regular meeting, the City Council considered adoption of the following additional tenant protections: 1) increases notice of rent increases; 2) cap on late fees; 3) cap on move in fees and deposits; 3) right to payment plans; 4) prohibit the requirement that social security numbers be given as screening information; and 5) authorization to alter rent due dates due to tenant’s fixed income; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with its 2021-2022 Council Priorities: Priority #1 Increase and preserve options for affordable housing stock, and Goal 4 of the *Affordable Housing Task Force Final Report*; and

WHEREAS, the City Council desires to amend Chap. 8.55 KMC to adopt the proposed tenant protections, and finds that adoption of the proposed tenant protections is in the best interests of the residents of Kenmore and will promote the public health, safety and welfare of the City; and

WHEREAS, this Ordinance is adopted pursuant to the City’s police powers and regulatory authority derived from Wash. Const. art. XI, Section 11;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council adopts the recitals set forth above and in Ordinance 19-048, as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 8.55 of the Kenmore Municipal Code as set forth in Exhibit 1 to this Ordinance, attached hereto and incorporated by reference as if set forth in full.

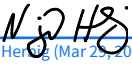
Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

⁶ Losing Home Report at 7.

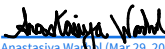
PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
28th DAY OF March 2022.

CITY OF KENMORE


Nigel Herzig (Mar 29, 2022 12:00 PDT)


Mayor

ATTEST/AUTHENTICATED:


Anastasiya Warhol (Mar 29, 2022 11:34 PDT)

Anastasiya Warhol, City Clerk

Approved as to form:


Dawn Reitan (Mar 29, 2022 11:35 PDT)

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 3/17/22
PASSED BY THE CITY COUNCIL: 3/28/22
ORDINANCE NO.: 22-0545
DATE OF PUBLICATION: 4/1/22
EFFECTIVE DATE: 4/7/22

EXHIBIT 1 to ORD. 22-0545
Tenant Protections

1. Amendment: Chapter 8.55 of the Kenmore Municipal Code is amended to read as follows:

Chapter 8.55
TENANT PROTECTIONS

Section:

- 8.55.010 Definitions.**
- 8.55.020 Applicability.**
- 8.55.030 Notice of Rent Increase.**
- 8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.**
- 8.55.050 Late fees – limits.**
- 8.55.060 Late fees – specification of dates – notice – accommodation request not a basis for landlord’s refusal to enter rental agreement.**
- 8.55.070 Requirement of social security number by landlord not required but may be requested –tenant not agreeing to provide social security number not a basis for landlord’s refusal to enter rental agreement – allowed information for screening – allowed landlords actions – liability of landlord for violation.**
- 8.55.080 Provisions in violation of restrictions null and void; exemption.**
- 8.55.090 Rental agreement that waives tenant’s remedies prohibited – Exception.**
- 8.55.100 Violation of chapter by landlord – liability.**

8.55.010 Definitions.

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "dwelling unit" to mean 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 but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

B. "Landlord" has the same meaning as RCW 59.18.030(16), as may be amended, and excluding the living arrangements identified in RCW 59.18.040. At the time of passage of the ordinance codified in this chapter, the RLTA defined landlord as the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

C. "Rental agreement" or "lease" has the same meaning as RCW 59.18.030(30), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "rental agreement" as all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

D. "Subsidized housing" has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "subsidized housing" as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) A federal program or state housing program administered by the department of commerce or the Washington state housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW [84.52.105](#); or (d) The surcharges authorized in RCW [36.22.178](#) and [36.22.179](#) and any of the surcharges authorized in chapter [43.185C](#) RCW.

E. "Tenant" has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in RCW 59.18.040, and RCW 59.20.030(24), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "tenant" as any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement, and RCW 59.20.030 defined "tenant" as any person, except a transient, who rents a mobile home lot.

8.55.020 Applicability.

KMC 8.55.030 through KMC 8.55.100 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

8.55.030 Notice of rent increase.

A. Any *rental agreement* or renewal of a *rental agreement* shall include, or shall be deemed to include, a provision requiring not less than:

1. one hundred twenty (120) days' written notice for rent increases greater than three percent (3%); or
2. one hundred eighty (180) days' written notice for rent increases greater than ten percent (10%).

B. If the *rental agreement* governs *subsidized housing* where the amount of rent is based on the income of the *tenant* or circumstances specific to the subsidized household, the *landlord* shall provide a minimum of thirty (30) days' prior written notice of an increase in the amount of rent to each affected *tenant*.

8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.

A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month's rent, except in *subsidized housing* where the amount of rent is set based on the income of the tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program.

B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.

C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements*, may choose to pay move in fees and security deposits in two equal monthly installments over the first two months occupying the *dwelling unit*.

8.55.050 Late fees - limits.

Late fees or costs due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent (1.5%) of the *tenant's* monthly rent.

8.55.060 Late fees - specification of dates - notice - accommodation request not a basis for landlord's refusal to enter rental agreement.

A. *Rental agreements* shall include or shall be deemed to include a provision stating that when late fees may be assessed after rent becomes due, the *tenant* may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a *landlord* shall agree to such a proposal if it is submitted in writing and the *tenant* can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the *rental agreement*.

B. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant requests the accommodations specified in Subsection A.

8.55.070 Requirement of social security number by landlord not required but may be requested - tenant not agreeing to provide social security number not a basis for landlord's refusal to enter into rental agreement - allowed information for screening - allowed landlord actions - liability of landlord for violation.

A. A *landlord* shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW 59.18.257. A *landlord* may request a social security number and screen prospective tenants. A *landlord* shall not refuse to enter into a *rental agreement* with a

prospective tenant because the prospective tenant does not agree to provide a social security number. A *landlord* may utilize information including, but not limited to, previous names, addresses, personal references and work history to screen prospective tenants. A *landlord* shall maintain the right to take adverse action because of inaccurate, unfavorable or unavailable screening results.

B. A *landlord* found in violation of subsection A. of this section shall be liable to such a prospective tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or one month of rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

8.55.080 Provisions in violation of restrictions null and void - Exemption.

A. Any provisions in violation of KMC 8.55.030 through KMC 8.55.070 in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter.

8.55.090 Rental agreement that waives tenant's remedies prohibited – Exception.

A. No *rental agreement*, whether oral or written, may provide that the *tenant* waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A *landlord* and *tenant* may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and
2. The agreement may not appear in a standard form written *lease* or *rental agreement*; and
3. There is no substantial inequality in the bargaining position of the two parties; and
4. The attorney for the *tenant* has approved in writing the agreement as complying with subsections (B)(1), (2) and (3) of this section.

8.55.100 Violation of chapter by landlord - liability.

A *landlord* found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.