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Memorandum

Date: May 14, 2019

To: Jacob Ewing, Ryan Andrews, and Rick Walk, City of Lacey
Cary Retlin, Schelli Slaughter, Leonard Bauer, and Keith Stahley, City of Olympia
Keylee Marineau, Thurston County

From: Brad Medrud, Planning Manager

Subject: Potential Measures for Addressing Tenant Protection Issues –
UPDATED May 14, 2019

Issue

After the Tumwater City Council adopted Resolution No. R2018-016 in the summer of 2018, the City of Tumwater has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues.

This memorandum discusses potential actions that could be taken on a regional or City-by-City basis to address tenant protection issues.

The Tumwater City Council discussed the memorandum at a worksession on March 26, 2019 and moved one potential action from the yellow to green category.

Objective

A City of Tumwater work group discussed potential ways to address the following action item from Resolution No. R2018-016:

GOAL: Boost Housing Affordability

Action #9 – *Enact policies to protect tenants experiencing housing instability, which may include:*

- a. *Review current eviction/renter protection policies, laws, and legal services and assess possible actions.*
- b. *Assess need for/knowledge of landlord-tenant conflict resolution services.*
- c. *Support renter resources (mediation, etc.).*

The City work group, which included Councilmember Michael Althaus, City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Housing Consultant Paul Knox, and Planning Manager Brad Medrud, explored a range of potential measures to address this action item, so that the Tumwater City Council could make an informed decision on which measures to pursue.

Background

The City of Tumwater work group met on December 18, 2018, January 17, 2019, February 19, 2019, and March 12, 2019 to review the City's current tenant protections found in TMC Chapter 5.70 *Unfair Housing Practices* as well as the state's requirements and what other jurisdictions are doing to address this action item. The work group discussed the potential measures in the tables below and evaluated what further steps would be needed to develop and determine their viability.

The two tables outlined the potential measures the Tumwater City Council could consider to address the action item above. The first table summarizes the measures that could be considered in amendments to the Tumwater Municipal Code and the second table goes over measures that could be addressed through education and communication efforts led by the City. Each of the measures was given a color that indicates whether the work group thought that it should be discussed with the Tumwater City Council now (**green**), after other issues are resolved (**yellow**), or after all other measures have been considered (**red**).

The City of Tumwater work group suggests that there should be conversations with tenant, housing advocates, such as the city of Tacoma and Homes First and property owners, landlords, and real estate management companies, to review and provide comment on the measures considered. The list of measures would also be sent to housing staff at Thurston County and the Cities of Lacey and Olympia to get their thoughts. Some of the measures would potentially involve registration of property owners providing rental units to gather information on number of units and a contact for education and updates on City programs.

Updates

This memorandum was updated on April 8, 2019 to address additional upfront costs to tenants and to changed immigration status to citizenship status.

This memorandum was updated on May 14, 2019 to address:

- The Governor's signature on ESHB 1138 "Concerning the armed forces exceptions for giving notice of termination of a tenancy" on April 17, 2019, which will become effective on July 28, 2019.

Potential Options for Addressing Tenant Protections Issues

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- The Governor's signature on ESHB 1440 "Providing longer notice of rent increases" on April 23, 2019, which will become effective on July 28, 2019.
- The Governor's signature on ESSB 5600 "Concerning residential tenant protections" on May 9, 2019, which will become effective on July 28, 2019.
- The delivery to the Governor of HB 1462 "Providing notice of plans to demolish, substantially rehabilitate, or change use of residential premises" on April 26, 2019. The Governor has not signed the bill as of May 14, 2019.

Commented [BM1]: Updated May 14, 2019

Table 1a: Measures Considered for Amendments to Tumwater Municipal Code – **Green**

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
1	Prohibit use of online bidding platforms	<ul style="list-style-type: none">• Easy policy decision• Best if cross jurisdictional	<ul style="list-style-type: none">• Is this addressing an issue in the City?• Potentially difficult to enforce	<ul style="list-style-type: none">• Would need communications strategy• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”	<p>“Rental housing bidding platform” or “platform” means a person that connects potential tenants and landlords via an application based or online platform to facilitate rental housing auctions wherein potential tenants submit competing bids on certain lease provisions including but not limited to housing costs and lease term, to landlords for approval or denial. Merely publishing a rental housing advertisement does not make a person a rental housing bidding platform.</p> <p>XX.XX.XXX Use of online or application based rental housing bidding services prohibited.</p> <p><u>Landlords and potential tenants are prohibited from using rental housing bidding platforms for real property located in city limits.</u></p>	Green
2	Require landlords to distribute certain housing related information, including rights and responsibilities to tenants	<ul style="list-style-type: none">• Easy policy decision• Best if cross jurisdictional	<ul style="list-style-type: none">• Potentially difficult to communicate or enforce	<ul style="list-style-type: none">• May need to require landlord registration• Would need to develop set of standard required info• Better landlord and tenant education• Would need communications strategy• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”• May address the new notice that is a part of ESSB 5600	<p>XX.XX.XXX Distribution of information required.</p> <p>A. Distribution of resources by landlord.</p> <p>1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord’s written rental criteria and, once created by the City, with a City informational website address designated by the City for the purpose of providing information about the property and its landlord.</p> <p>2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.</p> <p>B. Distribution of information packets by landlord</p> <p>1. The Director shall prepare and update as necessary, summaries of this chapter, the _____ (TMC _____), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.</p> <p>2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.</p> <p>3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.</p> <p>4. For existing tenants within 30 days after the summaries are made available by the City, landlords shall distribute current copies of the summaries to existing tenants.</p> <p>5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant’s signature documenting tenant’s receipt of such information. If a tenant refuses to provide a signature documenting the tenant’s receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, which may be in electronic form unless a tenant otherwise requests written summaries.</p> <p>6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.</p> <p>C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.</p>	Green

Commented [BM2]: Updated May 14, 2019

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
3	Require that deposits, as well as recurring and one time fees be in written agreements	<ul style="list-style-type: none">Required in Residential Landlord-Tenant Act (RLTA) (RCW 59.18) for leases one year and longerStandard leases already include theseBest if cross jurisdictionalCould include in as part of Measure #2	<ul style="list-style-type: none">How would this be enforced?How would this address month-to-month leases and leases of less than a year?Not clear if necessary	<ul style="list-style-type: none">Would need communications strategyCould be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”	<p>“Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.</p> <p>XX.XX.XXX Deposit requirements and installment payments permitted.</p> <p>A. Installment payments, generally. Upon a tenant’s written request, tenants may pay security deposits, non-refundable move-in and administrative fees, and/or last month’s rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in and administrative fees in installments if (1) the total amount of the security deposit and nonrefundable move-in and administrative fees does not exceed 25 percent of the first full month’s rent for the tenant’s dwelling unit; and (2) payment of last month’s rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.</p> <p>B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in and administrative fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.</p> <p>C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in and administrative fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.</p> <p>D. A tenant’s failure to pay a security deposit, non-refundable move-in and administrative fees, and last month’s rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a ten-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.</p> <p>E. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.</p> <p>F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.</p> <p>G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.</p> <p>H. Nothing in TMC Chapter _____ prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant’s security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney’s fees for such an action as authorized by chapter 59.18 RCW.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
4	Make landlord failure to comply a renter defense to eviction and the landlord subject to liability and penalties	<ul style="list-style-type: none">• Would be tied to other municipal code measures• Best if cross jurisdictional	<ul style="list-style-type: none">• Only applicable to municipal ordinances• Would likely be applicable only if a court case is filed	<ul style="list-style-type: none">• If City provides education packet and requires information• Tied to 120-day• Would need communications strategy• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”• Civil penalties would likely be available a deterrent	<p>XX.XX.XXX Compliance and enforcement.</p> <p>A. Compliance.</p> <p>1. Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.</p> <p>2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and their lawful rights to organize.</p> <p>3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords 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).</p> <p>a. <u>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 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC 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.</u></p> <p>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.</p> <p>4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
5	Prohibit waiving of city requirements	<ul style="list-style-type: none">Same waiver protections for municipal requirements as Residential Landlord-Tenant Act (RLTA) (RCW 59.18)Best if cross jurisdictional	<ul style="list-style-type: none">Court case	<ul style="list-style-type: none">Is this needed if policies are set?Would need communications strategyCould be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”Civil penalties would likely be available a deterrent	<p>XX.XX.XXX Compliance and enforcement.</p> <p>A. Compliance.</p> <p>1. Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.</p> <p>2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and their lawful rights to organize.</p> <p>3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords 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).</p> <p>a. 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 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC _____, 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.</p> <p><u>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.</u></p> <p>4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
6	Prohibit retaliation	<ul style="list-style-type: none">Protects those who seek to pursue their legal rights for municipal law as Residential Landlord-Tenant Act (RLTA) (RCW 59.18)Best if cross jurisdictional	<ul style="list-style-type: none">Potentially difficult to communicate or enforce	<ul style="list-style-type: none">Would need communications strategyCould be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”Civil penalties would likely be available a deterrent	<p>XX.XX.XXX Compliance and enforcement.</p> <p>A. Compliance.</p> <p>1. Any rental agreement or renewal of a rental agreement in a residential unit in the City entered into after _____, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.</p> <p><u>2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant’s good faith and their lawful rights to organize.</u></p> <p>3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords 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).</p> <p>a. 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 120-day or 60-day “no cause” notice to a monthly or periodic tenant as provided in TMC _____, 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.</p> <p>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.</p> <p>4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.</p>	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
7	Require notification a set number of days prior to eviction due or a notice of rental increase over a particular cap and of no-cause eviction	<ul style="list-style-type: none">Seattle not challenged on their timeline requirementsCould set policy for all rent increasesMakes the most impactBest if cross jurisdictional	<ul style="list-style-type: none">How would this address month-to-month leases and leases of less than a year?May incentivize regular percentage increases under thresholdPotentially difficult to communicate or enforce	<ul style="list-style-type: none">Study furtherWhat would be the best amount of time? 60 or 90 days may be most usefulWhen would be the best situations?Tacoma and Seattle have thisRelated to the no cause evictionWould need major communications strategyCould be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”May address the new “Fourteen-Day Notice to Pay Rent or Vacate the Premises” that is a part of ESSB 5600May address the new requirements for a 120-day notice requirement in RCW 59.18.200 added by HB 1462May address the new requirements for a 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440	<p>XX.XX.XXX Notice to vacate requirements.</p> <p>A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy and apply before the expiration of a fixed-term lease, unless the lease automatically converts to a month-to-month or periodic tenancy at the end of its expiration.</p> <p>B. Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced by a landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises, a landlord may only terminate the tenancy by providing a tenant with written notice of at least 120 days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also serve at the same time the Tenant Relocation Information Packet.</p> <p>C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least 60 days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.</p> <p>D. Notice requirements, generally.</p> <ol style="list-style-type: none">Notices provided in this section shall comply with RCW 59.12.040, as it exists and as hereinafter amended.The notice shall list the name of the tenant and the dwelling unit number.Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail. <p>E. Tenant meeting. A tenant who receives a 120-day notice as provided herein may request an in-person meeting with the landlord to discuss the upcoming termination. If such request is made, the landlord shall schedule, notify tenants in writing, and hold such a meeting within 20 days of such request, at a time and location reasonably convenient for the parties. A landlord may schedule and hold one meeting for multiple tenants and requests. A landlord holding such meeting at a reasonable time and location shall meet the requirements herein, regardless of whether the impacted tenants attend.</p> <p>F. The notices required herein do not apply when:</p> <ol style="list-style-type: none">A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; orA landlord is required to repair the dwelling unit due to a violation of the _____, TMC _____, and is found to be either derelict or unfit. <p>XX.XX.XXX Notice to increase rent requirements.</p> <p>A landlord is required to provide a minimum of 60 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.</p>	Green

Commented [BM3]: No change, but now a 60-day requirement added by ESHB 1440, Sec.1. RCW 59.18.140 May 14, 2019.

Note 30-day notice requirement for subsidized tenancy in ESHB 1440, Sec.1. RCW 59.18.140.

Commented [BM5]: Added from HB 1462, Sec. 1. RCW 59.18.200(2)(c)(i) May 14, 2019

Commented [BM6]: No change, but now a requirement added by ESHB 1440, Sec.1. RCW 59.18.140 May 14, 2019.

Note 30-day notice requirement for subsidized tenancy in ESHB 1440, Sec.1. RCW 59.18.140.

Commented [BM4]: Updated May 14, 2019

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
8	Require notification a set number of days prior to any rent increase	<ul style="list-style-type: none">• Makes the most impact• Best if cross jurisdictional	<ul style="list-style-type: none">• Potentially difficult to communicate or enforce	<ul style="list-style-type: none">• 90 days would best• Would need major communications strategy• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”	XX.XX.XXX Notice to increase rent requirements. A landlord is required to provide a minimum of 60 days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.	Green
9	Require a landlord to allow a tenant to pay the deposit and move in and administrative fees over a period of up to a number of months and allow tenants the ability to pay security and last month rent over a period of three months after moving in in lieu of upfront so there is less initial barrier to entry	<ul style="list-style-type: none">• Would help address the economic issues• Very helpful for low or moderate income renters• Address month to month costs• Best if cross jurisdictional	<ul style="list-style-type: none">• Has this been challenged?• Potentially difficult to communicate or enforce	<ul style="list-style-type: none">• Tied to term of lease• Payment period could be over three to four months• Would need major communications strategy• Could be addressed as a potential code amendment as part of a new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”	XX.XX.XXX Deposit requirements and installment payments permitted. A. Installment payments, generally. Upon a tenant’s written request, tenants may pay security deposits, non-refundable move-in and administrative fees, and/or last month’s rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in and administrative fees in installments if (1) the total amount of the security deposit and nonrefundable move-in and administrative fees does not exceed 25 percent of the first full month’s rent for the tenant’s dwelling unit; and (2) payment of last month’s rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties. B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in and administrative fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy. C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in and administrative fees, and last month’s rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy. D. A tenant’s failure to pay a security deposit, non-refundable move-in and administrative fees, and last month’s rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a ten-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant. [...]	Green

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Potential Examples of Code Language to Address	Go or No Go
10	Add source of income protections in housing rental code	<ul style="list-style-type: none">• Easy policy change• Best if cross jurisdictional	<ul style="list-style-type: none">• Potentially difficult to communicate or enforce	<ul style="list-style-type: none">• Source of income protected under state law (RCW 59.18.255)• “Fair chance housing”• Would need communications strategy• Proposed code amendments to TMC 5.70 “Unfair Housing Practices” and as part of new “Rental Housing Code” chapter in Title 5 “Business Taxes, Licenses and Regulations”	<p>Q. “Source of income” includes benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, other programs administered by any federal, state, local, or nonprofit entity, and wages, interest, dividends, or other remunerations. “Source of income” does not include income derived in an illegal manner.</p> <p>In Chapter 5.70 TMC, substitute “source of income” for the current phrase “use of federal housing assistance”</p>	Green
11	Add citizenship status protections in housing rental code	<ul style="list-style-type: none">• Easy policy change• Best if cross jurisdictional	<ul style="list-style-type: none">• Potentially difficult to communicate or enforce• Potential conflict with federal law	<ul style="list-style-type: none">• Source of income protected under state law, but not citizenship status• “Fair chance housing”	<ul style="list-style-type: none">• Would need communications strategy	Green

Table 1b: Measures Considered for Amendments to Tumwater Municipal Code – Yellow

None.

Table 1c: Measures Considered for Amendments to Tumwater Municipal Code – Red

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
12	Limit fees a landlord could charge	<ul style="list-style-type: none">• Would help address economic issues• Best if cross jurisdictional	<ul style="list-style-type: none">• Regulating actual business decisions• Potentially difficult to communicate or enforce• How would fees be justified?• Needs further research	<ul style="list-style-type: none">• Possible limits on nonrefundable fees• Security deposit would not be more than one month’s rent• Would need major communications strategy• No action will be taken on this option for now	Red
13	First-in-time tenancy required	<ul style="list-style-type: none">• First qualified applicant accepted• Best if cross jurisdictional	<ul style="list-style-type: none">• Current City of Seattle litigation• Difficult to communicate and enforce• May not address economic issues• Would need source of income	<ul style="list-style-type: none">• Can the City purchase a database of owners of rental property?• Would need major communications strategy• No action will be taken on this option until City of Seattle litigation is resolved	Red
14	Add criminal conviction status protections in housing rental code	<ul style="list-style-type: none">• Best if cross jurisdictional	<ul style="list-style-type: none">• Potentially difficult to communicate or enforce	<ul style="list-style-type: none">• Source of income protected under state law, but not criminal conviction status• “Fair chance housing”• Seattle includes criminal conviction status• Would need major communications strategy• No action will be taken on this option	Red
15	Require landlords to show good cause to terminate a month-to-month tenancy and to refuse to renew a fixed term tenancy	<ul style="list-style-type: none">• Best if cross jurisdictional	<ul style="list-style-type: none">• Often tenants appreciate month to month flexibility• Potentially difficult to communicate or enforce• Takings analysis required	<ul style="list-style-type: none">• Add this to notice requirements discussion elsewhere in this table• Would need major communications strategy• Is this legal?• No action will be taken on this option	Red

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
16	Tenant relocation assistance fund	<ul style="list-style-type: none">Addresses economic relocationNot for cause	<ul style="list-style-type: none">Would need more study to determine criteria and fundingCurrent City of Portland litigation	<ul style="list-style-type: none">Could be property owner fundedSome programs go through a municipality, while other directly to a tenantWould need major communications strategyNo action will be taken on this option	Red
17	Provide relocation payment for any low-income tenant displaced by the reasons in Measure #7	<ul style="list-style-type: none">Best if cross jurisdictional	<ul style="list-style-type: none">Potentially difficult to communicate or enforceCould be a disincentive to property fixes or improvementsWould need an income standard	<ul style="list-style-type: none">Long termWould need major communications strategyNo action will be taken on this option	Red

Table 2: Measures Considered for Education and Communication

	Measures	Potential Positives	Potential Negatives	Notes or Needed City Resources	Go or No Go
1	Create a list of landlords for communication regarding notices and enforcement	<ul style="list-style-type: none">A list will be needed to make existing and proposed regulations effective	<ul style="list-style-type: none">Potentially difficult to generate	<ul style="list-style-type: none">List would include name, contact information, number of units, and location of unitsWould need communications strategy	Green
2	Contract with Dispute Resolution Center for tenant and landlord conflict resolution services	<ul style="list-style-type: none">Easy service to test for use	<ul style="list-style-type: none">No clear incentives for sides to engage once in conflictLandlord has upper hand in power dynamicCost of Dispute Resolution Center services	<ul style="list-style-type: none">City would pay full or subsidized cost up to a particular amountPrices range on length of interactionWould need communications strategy	Green