

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to tenant protections; establishing rent control provisions; prohibiting residential rent increases greater than the rate of inflation; establishing a Rent Control Board to decide certain emergency rent control exemptions; establishing enforcement provisions; adding a new Chapter 7.28 to Title 7 of the Seattle Municipal Code; and amending Subsection 22.214.040.G and Section 3.06.030 of the Seattle Municipal Code.

..body

WHEREAS, Article 25 of the United Nations' Universal Declaration of Human Rights

recognizes housing as a human right; and

WHEREAS, Seattle faces an affordable housing and homelessness crisis as rising rents have

forced thousands of Seattle renters out of their homes, neighborhoods, and the City; and

WHEREAS, between 2010 and 2018 average rent in the Seattle area rose 69% while inflation for

Urban Wage Earners (CPI-W) in the Seattle area rose only 20.3%; and

WHEREAS, a national study published in the Journal of Urban Affairs established the

correlation between increasing rent and homelessness including that: (1) Washington is

the tenth most expensive state for renters; (2) the high cost of rental housing is driving

increases in homelessness; and (3) an increase of \$100 in median rent for an area results

in a 15 percent (metro areas) and a 39 percent (nearby suburbs and rural areas) increase in

homelessness; and

WHEREAS, across the United States and around the world rent control policies have allowed

millions of people to remain in their homes, neighborhoods and cities; and

WHEREAS, in September 2015, The Seattle City Council passed resolution 31620 advocating

for “State Legislature to allow local governments to propose ordinances that significantly

increase the supply of rent restricted units and that protect tenants from sudden and

1 dramatic rent increases, without causing a negative impact on the quality or quantity of
2 housing supply, by modifying or repealing RCW 35.21.680.”; and

3 WHEREAS, there is a growing movement of renters for rent control which in 2018 and 2019 has
4 won new rent control laws and expansions of existing rent control laws in California,
5 Oregon and New York; and

6 WHEREAS, over 12,000 Seattleites have signed a petition (Attachment A), urging the City Of
7 Seattle to pass rent control; NOW, THEREFORE,

8 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

9 Section 1. A new Chapter 7.28 is added to the Seattle Municipal Code as follows:

10 **Subchapter I – LIMITATIONS ON RENT**

11 **7.28.010 Short Title**

12 This chapter may be known as the Rent Control Ordinance.

13 **7.28.020 Purpose**

14 The purpose of the Rent Control Ordinance is to prohibit large and unaffordable rent
15 increases in order to protect renters from displacement, to help renters build community by
16 allowing them to remain in their neighborhoods and allowing young people to remain in their
17 neighborhood schools, to prevent the expansion of homelessness, to reduce the waste of fuel and
18 time resulting from long commutes, and to promote the affordability of housing in Seattle.

19 **7.28.030 Definitions**

20 "Department" means the Seattle Department of Construction and Inspections or its
21 successor.

22 "Director" means the Director of the Seattle Department of Construction and Inspections
23 or the Director's designee.

1 "Hearing Examiner" means the official appointed by the City Council pursuant to SMC
2 3.023.110, including Deputy Hearing Examiners and Hearing Examiners Pro Tem.

3 "Inflation" or "rate of inflation" means 100 percent of the annual average growth rate of
4 the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners
5 and Clerical Workers, termed CPI-W, for the 12 month period ending in August, provided that
6 the percentage increase shall not be less than zero.

7 "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of
8 which it is a part, and in addition means any person designated as representative of the owner,
9 lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated
10 property manager."

11 "Month-to-month tenancy" means a residential tenancy of an indefinite period with
12 monthly or other periodic rent reserved.

13 "Person" means any individual, firm, corporation, association, governmental entity, or
14 partnership and its agents or assigns.

15 "Rent" or "rental amount" means "rent" as defined by Chapter 59.18 RCW.

16 "Rental agreement" means a "rental agreement" as defined in and within the scope of
17 RCW 59.18.030 and RCW 59.18.040 of the RLTA in effect at the time the rental agreement is
18 executed.

19 "Tenant" or "renter" mean a "tenant" as defined in and within the scope of RCW
20 59.18.030 and RCW 59.18.040 of the RLTA in effect at the time the rental agreement is
21 executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined
22 "tenant" as "any person who is entitled to occupy a dwelling unit primarily for living or dwelling
23 purposes under a rental agreement."

1 **7.28.040 Applicability**

2 A. This ordinance applies to the rental of all housing units, which shall be broadly
3 interpreted to include any habitation for which rent is charged, except:

4 1. Housing units lawfully used as short-term rentals, if the housing unit is the
5 primary residence of the short-term rental operator as defined in [Section 23.84A.030](#);

6 2. Housing units in hotels, motels, inns, bed and breakfasts, or similar
7 accommodations that provide lodging for transient guests, but not including short-term rentals as
8 defined in [Section 23.84A.024](#) unless the short-term rental qualifies for an exemption under
9 subsection 23.214.030.A.1;

10 3. Emergency or temporary shelter or transitional housing accommodations;

11 4. Housing units that a government entity or housing authority owns, operates, or
12 manages;

13 5. Housing units that are exclusively leased to immediate family members of the
14 property owner; and

15 6. Units exempted from municipal regulation by federal, state, or local law.

16 B. No rental agreement, whether oral or written, may provide that the tenant waives or
17 foregoes rights or remedies under this Chapter 7.28.

18 **7.28.050 Maximum Annual Rent Increase**

19 A. Except as provided in this section 7.28.050, the maximum annual rent increase shall
20 be a percentage equal to the rate of inflation and shall be applicable for the subsequent calendar
21 year beginning on January 1 and ending on December 31. The Director shall publish the
22 maximum annual rent increase along with the historical data of the maximum annual rent
23 increase for at least each of the previous ten years.

1 B. The City of Seattle may assign a value for the maximum annual rent increase different
2 than the rate of inflation by Council Bill determining exceptional circumstances approved by a
3 supermajority vote of the City Council and not vetoed the Mayor. The City Council must hold at
4 minimum two public hearings on any such Council Bill that would set a value for maximum
5 annual rent increase prior to taking a final vote on the bill. Any bill that would set a value for
6 maximum annual rent increases must list the considerations justifying setting the maximum
7 annual rent increase different than the rate of inflation. Those considerations may include but are
8 not limited to:

- 9 1. Any recommendations from the Rent Control Board pursuant to section
10 7.28.120;
- 11 2. Natural disaster or other emergency impacting large sections of Seattle such as
12 an earthquake; or
- 13 3. Large and unusual changes to the taxes or other legal obligations applied to
14 renters and property owners.

15 **7.28.060 Control on Rent Increases**

16 A. Except as provided in this section 7.28.060 and section 7.28.070, a landlord may
17 increase rent charged for a housing unit no more than by the Maximum Annual Rent Increase
18 pursuant to section 7.28.050. This limitation is calculated as a dollar amount equal to the
19 percentage of the Maximum Annual Rent Increase multiplied by the monthly rent charged in the
20 preceding 12 months. If a landlord increases the rent charged for a housing unit more than once
21 in a 12 month period, the total increase during that 12 month period may not be greater than the
22 Maximum Annual Rent Increase for the applicable year. If the monthly rent charged in the
23 preceding 12 months was inconsistent, The Limitation on Rent Increases should be calculated as

1 the percentage change of the average monthly rent charged during any of those 12 months in
2 which the housing unit was rented.

3 B. Nothing in this chapter prevents a landlord from increasing rent charged for a housing
4 unit by less than the Maximum Annual Rent Increase, choosing not to increase rent charged, or
5 decreasing rent charged.

6 C. The Limitation on Rent Increases in this section are applied to housing units not to
7 individual renters, and are not impacted by vacancies or tenant changes.

8 D. A landlord who violates this chapter 7.28 by charging rent in excess of the provisions
9 of this section 7.28.060, shall be in violation until all of the following have been remedied:

10 1. The landlord revises the rent charged to an amount that does not exceed the
11 provisions of this section, and notifies the tenants of the revised rent to be charged;

12 2. The landlord refunds to the tenant triple any rent in excess of what may be
13 charged pursuant to this section 7.28.060 plus 12% annual interest; and

14 3. The landlord discontinues and corrects any adverse impacts on the tenant
15 caused by attempts to collect rent in excess of what may be charged pursuant to this section
16 7.28.060, including but not limited to, eviction proceedings, late fees, reports to collections and
17 credit agencies, and negative tenant references.

18 **7.28.070 Utilities Included in Rent**

19 A. Landlords may choose to pay the utility bills for a housing unit and include the costs
20 of those utilities in the rent charged to their tenants or tenants may directly pay the costs of those
21 utilities if their landlords do not include the costs of those utilities in the rent charged. It is the
22 intentions of this Section 7.28.070 that any change to a rental agreement that changes who
23 directly pays utility bills would not alter renters' total housing costs including rent and utilities.

1 B. The cost of utilities may be added to the rent charged for a housing unit above and
2 beyond the Limit on Rent Increases specified in section 7.28.060 only if all the following
3 conditions are met:

4 1. The cost of those utilities is included in the new rent charged for the housing
5 unit;

6 2. The cost of those utilities was not included in the rent charged for the housing
7 unit the previous year from which the rent increases are measured;

8 3. The cost of those utilities will be incurred by the landlord under the new rental
9 agreement; and

10 4. The cost of those utilities was incurred by the tenant or someone on behalf of
11 the tenant under the previous rental agreement;

12 If the cost of utilities is added to the rent charged pursuant to this subsection 7.28.070(B),
13 the amount added may not exceed the average cost of the same utilities for the rental unit during
14 the 12 months prior to the date the rent increase takes effect. The cost of the utilities only
15 includes actual utility charges to be paid to the utility for the delivery of service and does not
16 include late fees or other associated costs.

17 C. If utility charges were a component of rent under the preceding rental agreement but
18 will not be a component of the new rental amount, the Limit on Rent Increases shall be reduced
19 by the average cost of the utilities during the 12 months prior to the date of the new rental
20 agreement.

1 **7.28.080 One-to-One Replacement of Controlled Rents, and Initial Rents in New**
2 **Construction and Units not Previously Available for Rent**

3 A. For any new construction project on the site of a demolished rental housing structure
4 which existed on a parcel at any time within ten years prior to the issuance of the Master Use
5 Permit for the new construction, a landlord may not charge rent in excess of the rent charged in
6 the demolished units increased by the no more than the Maximum Annual Rent Increase
7 pursuant to sections 7.28.050, 7.28.060, and 7.20 045, except that:

8 1. If the replacement housing unit has square footage different than the rental unit
9 being replaced, the amount of initial rent for the replacement unit must be adjusted
10 proportionately.

11 2. If the redevelopment increased rental housing available above the square
12 footage previously present on the parcel, the landlord may set initial rent without limitation on
13 the additional units pursuant to subsection 7.28.080(B). All other units in the redevelopment, not
14 in excess of the square footage of the rental housing previously present on the parcel, rounded up
15 to the nearest whole unit, are not considered additional units, and are not subject to this
16 exception. If the replacement housing units or the rental housing previously present on the parcel
17 are not uniform, and/or vary in size, number of bedrooms, furnishings or any other characteristic
18 impacting the value or desirability of the housing unit, a landlord must make a good faith effort
19 to match corresponding units in the new construction and the previously present rental housing
20 when determining which units are considered additional units.

21 B. Nothing in this Chapter 7.28 is intended to regulate the initial rent that a landlord may
22 charge for a rental housing unit if any of the following conditions are met:

1 1. The rental housing unit is not on the site of any demolished rental housing
2 structure which existed on that parcel at any time within ten year prior to the issuance of the
3 Master Use Permit for the new construction;

4 2. The rental housing unit was not rented as a rental housing at any time within
5 ten year prior to the year initial rent is set; or

6 3. The rental housing unit is in a new construction project on the site of any
7 demolished rental housing structure, smaller than the new construction, which existed on that
8 parcel at any time within ten years prior to the issuance of the Master Use Permit for the new
9 construction, and all the conditions of subsection 7.28.080(A) have been met by other rental
10 housing units in the new construction.

11 Once the initial rent for a housing unit is set, all future rent increases are controlled,
12 pursuant to sections 7.28.050, 7.28.060, and 7.28.070.

13 C. For the purposes of this Chapter 7.28, it is intended for subdivisions and other changes
14 to parcel boundaries to have no impact on the control of rents.

15 D. For projects in which a Master Use Permit application is filed after the effective date
16 of the ordinance introduced as Council Bill [], the applicant must file and the Director must
17 approve an affirmative plan to comply with this subsection.

18 **7.28.100 Notice of Rent Increases**

19 Any notice of rent increase must be expressed as a dollar amount and as a percentage of
20 current rent. If requested, the department shall assist any landlord or tenant in calculating the
21 dollar amount and percentage of any rent increases.

1 **7.28.110 Registration**

2 Rental housing units required for registration with the Department pursuant to Section
3 22.214.040 shall, upon initial registration, renewal, reinstatement, or update of registration,
4 include the following rental information with their registration documents: the amount of rent
5 that has been charged over the previous ten years or since the effective date of the ordinance
6 introduced as Council Bill [], any rent increases since the first registered amount in the previous
7 ten years, and the current rental amount. Violation of this subsection is subject to enforcement
8 under Section 22.214.

9 **Subchapter II – RENT CONTROL BOARD**

10 **7.28.120 Rent Control Board - Established**

11 A. Establishment. There is established a Rent Control Board that shall be convened to
12 make recommendations of rent control policies, and to review emergency rent control exemption
13 petitions, pursuant to this Chapter 7.28. To accomplish this purpose, the Rent Control Board
14 shall perform the following, as applicable:

15 1. Hear and synthesize community input, identify priorities, and make
16 recommendation to the City Council and the Mayor on policies related to Seattle’s Rent Control
17 provisions.

18 2. Review, and if necessary, recommend changes to the Maximum Annual Rent
19 Increase pursuant to Section 7.28.050. Recommendations shall be made to the City Council and
20 the Mayor.

21 3. Hold hearings on emergency rent control exemption petitions.

22 4. Determine whether a petition for an Emergency Rent Control Exemption not
23 meets the criteria for granting emergency exemptions pursuant to Section 7.28.130, and direct

1 the Director whether to approve, condition or deny an emergency rent control exemption
2 petition.

3 5. Ensure fair and consistent application of citywide rent control protections.

4 B. Rent Control Board membership criteria.

5 1. Members shall reside in Seattle, and be geographically representative of each
6 City Council district;

7 2. Members should be representative of the varied experiences of renters and
8 landlords in Seattle, including historically underrepresented groups such as low income renters,
9 people of color, LGBTQ people, immigrants, people paying rent with assistance, renters who
10 have experienced homelessness, small landlords, people renting apartments, and renters sharing a
11 house with roommates.;

12 3. Members should possess a familiarity with Rent Control policies; and

13 4. Consistent with Section 4.16.070, no member of the Rent Control Board shall
14 have a financial or other private interest, direct or indirect, personally or through a person in the
15 member's immediate family, in an emergency rent control exemption petition under review by
16 the Rent Control Board on which that member sits.

17 C. Rent Control Board composition and selection process

18 1. The Rent Control Board shall be composed of 43 or more members as follows:

19 a. There shall be 35 Rent Control Board members representing
20 neighborhood renters, divided evenly with five Rent Control Board members renting, as a
21 primary residence, rental housing in each of the seven City Council districts.

1 b. There shall be 7 Rent Control Board members representing
2 neighborhood landlords, divided evenly with one Rent Control Board member owning or
3 managing rental housing in each of the seven City Council districts.

4 c. One or more designated young adult positions are added to the Rent
5 Control Board pursuant to the Get Engaged Program, Chapter 3.51.

6 2. Prior to January 1, 2024, members of the Rent Control Board shall be selected
7 as follows:

8 a. Each of the seven City Councilmembers representing City Council
9 districts shall appoint the five neighborhood renters and 1 neighborhood landlord, who will
10 represent the corresponding City Council district on the Rent Control Board.

11 b. The selection process and term of service related to these young adult
12 positions are set forth in Chapter 3.51.

13 c. All appointments are subject to confirmation by Council.

14 3. Beginning in the 2023 primary and general election, for terms starting on
15 January 1, 2024 and every two years thereafter, all members of the Rent Control Board except
16 designated young adult positions shall be elected. Voters in each City Council district shall be
17 eligible to vote for the five renter and one landlord representative from the corresponding City
18 Council district. Rent Control Board positions that are vacant during the two years between
19 elections may be filled by Council pursuant to the procedures in Subsection 7.28.120.C.2, for a
20 temporary term until that position is filled by election pursuant to this subsection 7.28.120.C.3.
21 This subsection 7.28.120.C.3 does not apply to Get Engaged members, whose selection are
22 governed by Chapter 3.51.

1 4. Term. Members of the Rent Control Board shall be appointed or elected to two-
2 year terms. A member may be re-appointed or re-elected to subsequent terms pursuant to the
3 selection and confirmation process in this subsection 7.28.120.C. A member whose term is
4 ending may continue on an interim basis as a member with voting rights until such time as a
5 successor for that position has been appointed or elected. This subsection 7.28.120.C.4 does not
6 apply to Get Engaged members, whose terms are governed by Chapter 3.51.

7 5. Removal of Members for Cause. Any member may request an excused absence
8 from any Rent Control Board meeting. The Rent Control Board may recommend, by a majority
9 vote of all members of the Rent Control Board, that the City Council remove any member who is
10 absent without excuse from three or more consecutive Board meetings. Any member may resign
11 from the Rent Control Board at any time by informing the City Council in writing, including
12 electronic communication, of their resignation. Upon receipt of a written resignation, or the
13 recommendation from the Rent Control Board to remove a member the City Council may
14 remove that member for cause. The removal of members should be used to maintain an active
15 membership roster by removing members who resign either explicitly or in practice.

16 D. Rent Control Board assignment

17 1. Each City Council district shall be assigned a District Rent Control Board
18 consisting of members as follows:

- 19 a. Five member representing renters residing in the district;
- 20 b. One member representing a landlord owning or managing rental
21 housing in the district; and
- 22 e. Up to one designated young adult, pursuant to the Get Engaged
23 Program, Chapter 3.51.

1 2. Three Rent Control Board members shall be a quorum of each District Rent
2 Control Board.

3 3. The Rent Control Board members assigned to each City Council district as
4 described in subsection 7.28.120.D.1 shall be known collectively as the District Rent Control
5 Board. All members of the District Rent Control Board shall be voting members.

6 4. Substitutions

7 a. If more Emergency Rent Control Exemption petitions are undergoing
8 simultaneous review than a District Rent Control Board can review in a timely manner, the
9 Director may assign such petitions to another District Rent Control Board with more availability.

10 b. If an individual District Rent Control Board member is unable to serve,
11 the Director may appoint an individual from another District Rent Control Board to serve in the
12 member's absence.

13 E. Meetings of the Rent Control Board.

14 1. District Rent Control Boards shall hold regularly scheduled meetings, once
15 each month for the purpose of hearing Emergency Rent Control Exemption petitions regarding
16 rental housing geographically within the boundary of the corresponding City Council district,
17 and to take public comment from the public. The Director shall make public in a timely manner a
18 schedule and locations of District Rent Control Board meetings. The District Rent Control Board
19 shall determine whether a petition for an Emergency Rent Control Exemption meets the criteria
20 for granting exemptions pursuant to Section 7.28.130, and shall direct the Director to approve,
21 conditionally approve, or deny the petition.

22 2. The Rent Control Board shall meet as a whole four times each year, to conduct
23 a quarterly review of rental housing costs in Seattle, to take public comment, and to make

1 recommendations to Council and the Mayor. The Director shall make public in a timely manner
2 a schedule and location of the Rent Control Board meetings.

3 3. Meeting notifications, agendas, minutes of proceedings, findings and
4 recommendations, and other related materials shall be available to the public and posted on the
5 Rent Control Board’s website.

6 4. All meetings of the District Rent Control Boards shall be held in the evening in
7 a location that is accessible and conveniently located in the same City Council district as the
8 rental housing unit or units proposed for an Emergency Rent Control Exemption. Board meetings
9 are open to the general public. The actions of the Board are not quasi-judicial in nature.

10 F. Support Staff. The Department shall provide staff for the Rent Control Board and the
11 District Rent Control Boards as needed to ensure their ability to function pursuant to this section
12 7.28.120

13 **7.28.130 Emergency Rent Control Exemptions**

14 A. Landlords may petition the Rent Control Board for an emergency exemption from the
15 limitation on rent increases set forth in this Chapter 7.28 pursuant to the procedures and criteria
16 outlined in this Section 7.28.130. The petitioning landlord or their representative shall be referred
17 to in this Section 7.28.130 as the “Applicant.” Complete petitions should be submitted to the
18 Department and must include all of the following:

- 19 1. The name, phone number, and email address of the Applicant.;
- 20 2. A reasonable description of the location of each rental housing unit for which
21 the Emergency Rent Control Exemption is requested;
- 22 3. The rent currently charged for each rental housing unit for which the
23 Emergency Rent Control Exemption is requested;

1 4. The rent increase requested by the applicant;

2 5. The name, address, and contact information of every tenant currently residing
3 in each rental housing unit for which the Emergency Rent Control Exemption is requested;

4 6. A statement explaining the emergency conditions requiring an Emergency Rent
5 Control Exemption satisfying the criteria provided in Subsection 7.28.130.C.;

6 7. A signed statement attesting that, on penalty of perjury, the contents of the
7 petition are true to the best knowledge of the applicant; and

8 8. Payment of the administrative fee pursuant to Subsection 7.28.130.D.

9 The Department shall return incomplete petitions to the Applicant along with a
10 description of what must be added and changed to make a complete petition. The Director shall
11 assign complete petitions for a hearing to a District Rent Control Board pursuant to Section
12 7.28.130.

13 B. Tenant Notification. Tenants residing in any rental housing unit for which an
14 Emergency Rent Control Exemption is requested have a right to be notified that a petition for an
15 Emergency Rent Control Exemption has been filed, and to respond. Upon receiving a complete
16 petition, the Director shall provide each impacted tenant with a notification in language including
17 the following:

18 1. A copy of the complete Emergency Rent Control Exemption Petition;

19 2. A description of the tenant's right to respond to the Emergency Rent Control
20 Exemption petition and provide testimony to the District Rent Control Board at the hearing into
21 the petition.

22 3. The date, time, and location of the District Rent Control Board meeting, when
23 the Emergency Rent Control Exemption petition will be considered, provided that the meeting is

1 no sooner than fifteen calendar days after the date the Director can confirm all Tenants have
2 received the notification.

3 C. Criteria. In considering petitions for exemptions from limitations on rent increases, the
4 Rent Control Board shall consider the following:

- 5 1. Financial hardship of the landlord;
- 6 2. Financial hardship of impacted tenants; and
- 7 3. Major damage to the property resulting from unforeseeable events such as
8 earthquakes, flood, or fire.

9 The Rent Control Board shall not consider costs associated with foreseeable major repair
10 needs arising from routine wear and tear. A petition for an Emergency Rent Control Exemption
11 should only be granted to cover the costs of repairing major damage to the property resulting
12 from unforeseeable events, and only if applicants can also demonstrate that financial hardship
13 prevents them from completing those repairs without an Emergency Rent Control Exemption.
14 The financial hardship of impacted tenants should be considered as a mitigating factor . No
15 Emergency Rent Control Exemption should be approved if it can be reasonably expected to
16 result in one or more impacted tenants becoming unable to remain housed in the City of Seattle.

17 D. Administrative Fees. There shall be a \$500 refundable administrative fee for each
18 rental housing unit to file an Emergency Rent Control Exemption petition. Administrative fees
19 shall be refunded in their entirety for any petition that is approved or conditionally approved by
20 the Rent Control Board.

21 E. Procedures. During a regularly scheduled evening meeting of the District Rent Control
22 Board, the Board shall review the Emergency Rent Control Exemption petition, hear and review
23 written public comments, and hear and review written testimony from the applicant, impacted

1 tenants, or their designees. The applicant shall have the burden of proof to demonstrate that the
2 criteria detailed in Subsection 7.28.130.C have been satisfied. After receiving all public comment
3 and testimony, the District Rent Control Board shall consider and vote on whether to approve,
4 conditionally approve, or reject the petition. Petitions are approved or conditionally approved by
5 a majority vote of Rent Control Board members voting. Tie votes shall be counted as a rejection
6 of the petition. Conditional approvals shall grant an Emergency Rent Control Exemption for a
7 rent increase different than the rent increase requested in the petition. The Rent Control Board
8 shall notify the Director of the decision, and the Director shall transmit that decision to all
9 impacted parties. For approved and conditionally approved decisions, the Director shall notify
10 impacted parties of the decision and the rent increase allowed under the Emergency Rent Control
11 Exemption.

12 **7.28.140 Appeals**

13 A. Decisions by the Rent Control Board on Emergency Rent Control Exemption petitions
14 may be appealed to the Hearing Examiner by any party (landlord or renter). The Hearing
15 Examiner may invalidate the decision of the Rent Control Board only under the following
16 conditions:

17 1. The information available to the Rent Control Board at the time of the hearing
18 was substantively inaccurate, and those inaccuracies could have impacted the decision of the
19 Rent Control Board;

20 2. One or more members of the Rent Control Board failed to recuse themselves
21 from consideration of a petition that they had a direct personal interest in;

22 3. The tenant did not get proper and timely notice of the petition, and that lack of
23 notice could have impacted the decision of the Rent Control Board; or

1 4. Substantive new evidence, not presented to the Rent Control Board, has
2 become available, and that evidence could not reasonably have been available at the time of the
3 Rent Control Board meeting, and that evidence could have impacted the decision of the Rent
4 Control Board.

5 B. If the hearing examiner invalidates the decision of the Rent Control Board, the petition
6 is returned to the Rent Control Board to be heard again at a future District Rent Control Board
7 meeting pursuant to Sections 7.28.120 and 7.28.130. Decisions of the Hearing Examiner are final
8 and are not subject to appeal.

9 **Subchapter III – ADMINISTRATION AND ENFORCEMENT**

10 **7.28.150 Administration and Enforcement**

11 A. The Director shall administer and enforce the provisions of this Chapter 7.28 and is
12 authorized to adopt reasonable rules and regulations consistent with this Chapter 7.28 to carry
13 out the Director's duties.

14 B. The Department shall provide technical assistance to support landlords' and tenants'
15 compliance with this Chapter 7.28. The Department shall make publicly available the Maximum
16 Annual Rent Increase pursuant to Section 7.28.050 and shall assist in calculating the dollar
17 amount and percentage of possible rent increases as necessary.

18 C. The first and second violations of this Chapter 7.28 shall be enforced under the
19 citation provisions set forth in Section 7.28.170. Subsequent violations may be enforced, at the
20 Director's discretion, under the notice of violation provisions set forth in Section 7.28.180 or
21 criminal provisions set forth in Section 7.28.190.

1 **7.28.160 Retaliation prohibited**

2 A. It is a violation of this Chapter 7.28 for any person to retaliate against a tenant or
3 prospective tenant because the tenant or prospective tenant exercised or attempted to exercise
4 rights conferred by this Chapter 7.28. Retaliation means any of the following actions:

5 1. Refusing to provide, accept, or approve a rental application or a rental
6 agreement.

7 2. Applying more onerous terms, conditions, or privileges, including increased
8 rent, to a tenant or prospective tenant who exercises his or her rights under this Chapter 7.28 than
9 to a tenant or prospective tenant who does not assert those rights.

10 3. Misrepresenting any material fact when providing a rental reference about a
11 tenant.

12 4. Threatening to allege to a government agency that a tenant or prospective
13 tenant, or a family member of a tenant or prospective tenant, is not lawfully in the United States.

14 B. If a person takes any of the actions identified in subsection 7.28.160.A within 90 days
15 of the date a tenant or prospective tenant exercises rights conferred by this Chapter 7.28, it is
16 presumed that the action was taken in retaliation for the exercise of those rights. The person
17 taking the actions may rebut the presumption by producing clear and convincing evidence that
18 the actions were not retaliatory.

19 **7.28.170 Citation**

20 A. Citation. If after investigation the Director determines that the standards or
21 requirements of this Chapter 7.28 have been violated, the Director may issue a citation to the
22 person responsible for the violation. The citation shall include the following information:

23 1. The name and address of the responsible person to whom the citation is issued;

1 2. A reasonable description of the location of the property on which the violation
2 occurred;

3 3. A separate statement of each standard or requirement violated;

4 4. The date of the violation;

5 5. A statement that the person cited must respond to the citation within 15 days
6 after service;

7 6. A space for entry of the applicable remedy and penalty;

8 7. A statement that a response must be sent to the Hearing Examiner and received
9 not later than 5 p.m. on the day the response is due;

10 8. The name, address, and phone number of the Hearing Examiner where the
11 citation is to be filed;

12 9. A statement that the citation represents a determination that a violation has
13 been committed by the responsible person named in the citation and that the determination shall
14 be final unless contested as provided in subsection 7.28.170.C; and

15 10. A certified statement of the inspector issuing the citation, authorized by RCW
16 9A.72.085, setting forth facts supporting issuance of the citation.

17 B. Service. The citation may be served by personal service in the manner set forth in
18 RCW 4.28.080 for service of a summons or sent by first class mail, addressed to the last known
19 address of such person(s). Service shall be complete at the time of personal service, or if mailed,
20 three days after the date of mailing. If a citation sent by first class mail is returned as
21 undeliverable, service may be made by posting the citation at a conspicuous place on the
22 property.

23 C. Response to citations

1 1. A citation must be responded to in one of the following ways:

2 a. Payment of the monetary remedy and penalty specified in the citation,
3 in which case the record shall show a finding that the person cited committed the violation; or

4 b. A written request for a mitigation hearing to explain the circumstances
5 surrounding the commission of the violation and providing an address to which notice of such
6 hearing may be sent; or

7 c. A written request for a contested hearing specifying the reason(s) why
8 the cited violation did not occur or why the person cited is not responsible for the violation, and
9 providing an address to which notice of such hearing may be sent.

10 2. A response to a citation must be received by the Office of the Hearing
11 Examiner no later than 15 days after the date the citation is served. When the last day of the
12 appeal period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run
13 until 5 p.m. on the next business day.

14 D. Failure to respond. If the Office of the Hearing Examiner does not receive a response
15 within 15 days of service of the citation, the Hearing Examiner shall enter an order finding that
16 the person cited committed the violation stated in the citation, and assessing the penalty specified
17 in the citation.

18 E. Hearings

19 1. Mitigation hearings

20 a. Date and notice. If a mitigation hearing is requested, the mitigation
21 hearing shall be held within 30 days after written response to the citation requesting such hearing
22 is received by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be

1 sent to the address specified in the request for hearing not less than ten days prior to the date of
2 the hearing.

3 b. Procedure at hearing. The Hearing Examiner shall hold an informal
4 hearing that shall not be governed by the Rules of Evidence. The person cited may present
5 witnesses, but witnesses may not be compelled to attend. A representative from the Seattle
6 Department of Construction and Inspections may also be present and may present additional
7 information, but attendance by a representative from the Seattle Department of Construction and
8 Inspections is not required.

9 c. Disposition. The Hearing Examiner shall determine whether the cited
10 person's explanation justifies reduction of the monetary penalty; however, the monetary penalty
11 may not be reduced unless the Department affirms or certifies that the violation has been
12 corrected prior to the mitigation hearing. Factors that may be considered in whether to reduce the
13 penalty include whether the violation was caused by the act, neglect, or abuse of another; or
14 whether correction of the violation was commenced promptly prior to citation but that full
15 compliance was prevented by a condition or circumstance beyond the control of the person cited.

16 d. Entry of order. After hearing the explanation of the person cited and any
17 other information presented at the hearing, the Hearing Examiner shall enter an order finding that
18 the person cited committed the violation and assessing a monetary remedy and penalty in an
19 amount determined pursuant to subsection 7.28.170.F. The Hearing Examiner's decision is the
20 final decision of the City on the matter.

21 2. Contested hearing

1 a. Date and notice. If a person requests a contested hearing, the hearing
2 shall be held within 60 days after the written response to the citation requesting such hearing is
3 received.

4 b. Hearing. Contested hearings shall be conducted pursuant to the
5 procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by
6 the Hearing Examiner for hearing contested cases, except as modified by this subsection
7 7.28.170.E.2. The issues heard at the hearing shall be limited to those that are raised in writing in
8 the response to the citation and that are within the jurisdiction of the Hearing Examiner. The
9 Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of
10 documents.

11 c. Sufficiency. No citation shall be deemed insufficient for failure to
12 contain a detailed statement of the facts constituting the specific violation which the person cited
13 is alleged to have committed or by reason of defects or imperfections, provided such lack of
14 detail or defects or imperfections do not prejudice substantial rights of the person cited.

15 d. Amendment of citation. A citation may be amended prior to the
16 conclusion of the hearing to conform to the evidence presented if substantial rights of the person
17 cited are not thereby prejudiced.

18 e. Evidence at hearing. The certified statement or declaration authorized
19 by RCW 9A.72.085 shall be prima facie evidence that a violation occurred and that the person
20 cited is responsible. The certified statement or declaration authorized under RCW 9A.72.085 and
21 any other evidence accompanying the report shall be admissible without further evidentiary
22 foundation. The person cited may rebut the Department of Construction and Inspections'

1 evidence and establish that the cited violation(s) did not occur or that the person contesting the
2 citation is not responsible for the violation.

3 f. Disposition. If the citation is sustained at the hearing, the Hearing
4 Examiner shall enter an order finding that the person cited committed the violation. If the
5 violation remains uncorrected, the Hearing Examiner shall impose the applicable penalty. The
6 Hearing Examiner may reduce the monetary penalty in accordance with the mitigation provisions
7 in subsection 7.28.170.E.1 if the violation has been corrected. If the Hearing Examiner
8 determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing
9 the citation.

10 g. Appeal. The Hearing Examiner's decision is final and conclusive unless,
11 within ten calendar days of the date of the Hearing Examiner decision, an application or petition
12 for a writ of review is filed in King County Superior Court. Judicial review shall be confined to
13 the record of the administrative hearing. The Superior Court may reverse the Hearing Examiner
14 decision only if the decision is arbitrary and capricious, contrary to law, in excess of the
15 authority or jurisdiction of the Hearing Examiner, made upon unlawful procedure, or in violation
16 of constitutional provisions.

17 3. Failure to appear for hearing. Failure to appear for a requested hearing will
18 result in an order being entered finding that the person cited committed the violation stated in the
19 citation and assessing the penalty specified in the citation. For good cause shown and upon terms
20 the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a
21 failure to appear.

22 F. Citation remedies and penalties

1 1. The following penalties shall be assessed for violations of any provision of this
2 Chapter 7.28:

- 3 a. Five hundred dollars for the first violation; and
4 b. One thousand dollars for each subsequent violation within a 5-year
5 period.

6 2. Remedies pursuant to Subsection 7.28.060.D shall be required for violations of
7 Section 7.28.060. Failure to comply with those remedies shall be a violation of this Chapter 7.28,
8 and shall be enforced as a new violation of Section 7.28.060.

9 3. Violation warning. The Director may, in an exercise of discretion, issue a
10 warning to the person responsible for the violation if that person has not been previously warned
11 or cited for violating this Chapter 7.28.

12 4. Collection of penalties. If the person cited fails to pay a penalty imposed
13 pursuant to this Section 7.28.170, the penalty may be referred to a collection agency. The cost to
14 the City for the collection services will be assessed as costs, at the rate agreed to between the
15 City and the collection agency, and added to the penalty. Alternatively, the City may pursue
16 collection in any other manner allowed by law.

17 **7.28.180 Notice of Violation**

18 A. Investigation and notice of violation issuance

19 1. If after investigation the Director determines that the standards or requirements
20 of this Chapter 7.28 have been violated, and the person responsible for the violation has had two
21 or more citations issued within the past three years for violating this Chapter 7.28, the Director
22 may issue a notice of violation to the person responsible for the violation. The notice of violation
23 shall state separately each standard or requirement violated, shall state what corrective action, if

1 any, is necessary to comply with the standards or requirements, and shall set a reasonable time
2 for compliance.

3 2. The notice shall be served upon the person responsible for the violation by
4 personal service, or by first class mail to the person's last known address. If the address of the
5 responsible person is unknown and cannot be found after a reasonable search, the notice may be
6 served by posting a copy of the notice at a conspicuous place on the property. If a notice of
7 violation is directed to a person responsible for the violation who is not the owner, a copy of the
8 notice shall be sent to the owner of the property.

9 3. A copy of the notice of violation may be filed with the King County
10 Department of Records and Elections when the responsible person fails to correct the violation or
11 the Director requests the City Attorney take appropriate enforcement action.

12 B. Review of the notice of violation by the Director

13 1. Any person significantly affected by or interested in a notice of violation issued
14 by the Director pursuant to subsection 7.28.180.A may obtain a review of the notice by
15 requesting such review within ten days after service of the notice. When the last day of the
16 period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run until 5
17 p.m. on the next business day. The request shall be in writing, and upon receipt of the request,
18 the Director shall notify any persons served the notice of violation and the complainant, if any, of
19 the request for review and the deadline for submitting additional information for the review.

20 Additional information shall be submitted to the Director no later than 15 days after the notice of
21 a request for a review is mailed, unless otherwise agreed by all persons served with the notice of
22 violation. Before the deadline for submission of additional information, any person significantly
23 affected by or interested in the notice of violation (including any persons served the notice of

1 violation and the complainant) may submit any additional information in the form of written
2 material or oral comments to the Director for consideration as part of the review.

3 2. The review will be made by a representative of the Director who is familiar
4 with the case and the applicable ordinances. The Director's representative will review all
5 additional information received by the deadline for submission of additional information. The
6 reviewer may also request clarification of information received and a site visit. After review of
7 the additional information, the Director may:

- 8 a. Sustain the notice of violation;
9 b. Withdraw the notice of violation;
10 c. Continue the review to a date certain for receipt of additional
11 information; or
12 d. Modify the notice of violation, which may include an extension of the
13 compliance date.

14 3. Where review by the Director has been conducted pursuant to this subsection
15 7.28.180.B, the Director shall issue an order of the Director containing the decision within 15
16 days of the date that the review is completed and shall cause the same to be mailed by regular
17 first class mail to the person or persons named on the notice of violation and, if possible, mailed
18 to the complainant. Unless a request for review before the Director is made pursuant to this
19 subsection 7.28.180.B, the notice of violation shall become the order of the Director.

20 C. Civil enforcement proceedings and penalties for a notice of violation

21 1. In addition to any other remedy authorized by law or equity, any person
22 violating or failing to comply with any of the provisions of this Chapter 7.28 shall be subject to a
23 cumulative penalty of up to \$150 per day for each violation from the date the violation begins for

1 the first ten days of noncompliance; and up to \$500 per day for each violation for each day
2 beyond ten days of noncompliance until compliance is achieved. In cases where the Director has
3 issued a notice of violation, the violation will be deemed to begin for purposes of determining
4 the number of days of violation on the date compliance is required by the notice of violation. The
5 City shall also be entitled to recovery of its enforcement costs, including but not limited to staff
6 time, administrative expenses and fees, and attorneys' fees.

7 2. The penalty imposed by subsection 7.24.150.C.1 shall be collected by civil
8 action brought in Seattle Municipal Court or as otherwise required by law. The Director shall
9 request in writing that the City Attorney take enforcement action and the City Attorney shall,
10 with the assistance of the Director, take appropriate action to enforce this Chapter 7.28. In any
11 civil action for a penalty, the City has the burden of proving by a preponderance of the evidence
12 that a violation exists or existed; the issuance of the notice of violation or of an order following a
13 review by the Director is not itself evidence that a violation exists.

14 D. Final decisions of the Seattle Municipal Court on enforcement actions authorized by
15 this Section 7.28.180 may be appealed pursuant to the Rules for Appeal of Decisions of Courts
16 of Limited Jurisdiction.

17 **7.28.190 Alternative Criminal Penalty**

18 Any person who violates or fails to comply with any of the provisions in this Chapter
19 7.28 and who has had at least two or more citations and one notice of violation issued against
20 them for violating this Chapter 7.28 within the past three years from the date the criminal charge
21 is filed shall upon conviction be guilty of a misdemeanor subject to the provisions of Chapters
22 12A.02 and 12A.04, except that absolute liability shall be imposed for such a violation or failure
23 to comply and none of the mental states described in Section 12A.04.030 need be proved. The

1 Director may request the City Attorney prosecute such violations criminally as an alternative to
2 the citation and notice of violation procedures outlined in this chapter.

3 **7.28.200 Private Right of Action**

4 If a landlord attempts to increase a tenant's rent contrary to the requirements of this
5 Chapter 7.28, the landlord may be subject to a private civil action in a court of competent
6 jurisdiction by such tenant to recover: 1) any actual damages incurred by the tenant as a result of
7 the landlord's attempted increase; 2) a penalty of up to two months' rent; and 3) reasonable
8 attorneys' fees and costs.

9 Section 2. Subsection 22.214.040.G of the Seattle Municipal Code, last amended by
10 Ordinance 125705, is amended as follows:

11 **22.214.040 - Rental housing registration, compliance declaration, and renewals**

12 * * *

13 G. An application for a rental housing registration shall be made to the Department on
14 forms provided by the Director. The application shall include, but is not limited to:

- 15 1. The address of the property;
- 16 2. The name, address, and telephone number of the property owners;
- 17 3. The name, address, and telephone number of the registration applicant if
18 different from the property owners;
- 19 4. The name, address, and telephone number of the person or entity the tenant is
20 to contact when requesting repairs be made to their rental housing unit, and the contact person's
21 business relationship to the owner;
- 22 5. A list of all rental housing units on the property, identified by a means unique
23 to each unit, that are or may be available for rent at any time, along with the amount of rent that

1 Tenant Relocation Assistance Ordinance; the Noise Control Code; the Shoreline Master
2 Program; and the Regulations for Environmentally Critical Areas;

3 B. Processing applications for permits for construction and land use approvals, grading
4 and site work, boilers, conveyance devices, mechanical equipment and systems, side sewers,
5 billboards and signs, zoning exceptions, subdivisions and other land use approvals, including
6 those related to shoreline management but excluding those related to historic preservation;

7 C. Conducting reviews of the effects of proposed projects on the physical environment,
8 as prescribed by the State Environmental Policy Act and City ordinances;

9 D. Addressing complaints regarding a variety of community safety and quality of life
10 issues, including but not limited to conditions in tenant housing, construction without permits,
11 unauthorized uses, junk storage, and unsecured vacant buildings;

12 E. Administering the rental housing and tenant protection programs including but not
13 limited to rental housing registration and inspection, rent control, tenant relocation assistance,
14 and just cause eviction protections;

15 F. Maintaining appropriate records regarding property, permits and structures; and

16 G. Discharging such other responsibilities as may be directed by ordinance.

17 The Director shall consult on all matters of structural strength and design with an
18 assistant who is a licensed structural engineer or architect with at least five years' experience in
19 the practice of the profession, unless the Director possesses such qualifications. Moreover, the
20 Director shall consult on all matters concerning compliance with design guidelines with a
21 qualified architect or urban designer with at least five years of experience in the practice of the
22 profession, unless the Director possesses such qualifications.

1 Section 4. If the Washington Legislature adopts and the Governor signs legislation
2 amending or repealing RCW 35.21.830 to allow rent control, this ordinance shall take effect and
3 be in force 30 days after its approval by the Mayor, but if not approved and returned by the
4 Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal
5 Code Section 1.04.020.

6 Passed by the City Council the _____ day of _____, 2019,
7 and signed by me in open session in authentication of its passage this _____ day of
8 _____, 2019.

9 _____
10 President _____ of the City Council

11 Approved by me this _____ day of _____, 2019.

12 _____
13 Jenny A. Durkan, Mayor

14 Filed by me this _____ day of _____, 2019.

15 _____
16 Monica Martinez Simmons, City Clerk

17 (Seal)