

# OVERVIEW OF THE LANDLORD FAIRNESS CODE INITIATIVE, TMC 1.100

## **Landlords are required to comply with health/safety laws (TMC 1.100.030)**

- A landlord cannot raise rent if the landlord has violations under TMC 2.01.050 “Minimum Buildings and Structures Code,” or violations under RCW 59.18.060, which may make the unit uninhabitable.
- It is a defense to eviction if the landlord, at the time of eviction, is in violation of the above laws.

## **Landlords must not charge unfair or excessive fees (TMC 1.100.040)**

- **Late fees:** The fee for late rent cannot exceed \$10 per month.
- **Move-in costs:** The total fee for all move-in costs cannot exceed one month’s rent.
- **Pet damage deposit:** The deposit cannot exceed 25% of first month’s rent, and it must be refundable if no pet damage is done to the unit.

## **Two separate notices are required before increasing rent (TMC 1.100.050)**

- 1st notice to increase rent must be issued between 210 and 180 days before the rent increase takes effect.
- 2nd notice to increase rent must be issued between 120 and 90 days before rent increase takes effect.
- The notice shall be in a form established by the City of Tacoma, which must include the actual dollar amount of the new rent or rent increase, a description of the rental relocation assistance program and how the relocation assistance payment will be calculated, if applicable, and must be served in accordance with RCW 59.12.040.

### **Economic displacement relocation assistance (TMC 1.100.050)**

If the tenant's rent is raised 5% or more and the tenant can no longer afford to occupy the unit, the landlord is required to pay relocation assistance in the following amounts:

- If rent increases 5% to 7.5% — 2 times the monthly rent
- If rent increases 7.5% to 10% — 2.5 times the monthly rent
- If rent increases more than 10% — 3 times the monthly rent

At any time after receiving the 180-day notice of a rent increase of 5% or more, a tenant deciding to relocate rather than paying the rent increase may send the landlord a request for relocation assistance. Within 30 days of receiving such request, landlords must pay the relocation assistance to tenant. Payment of relocation assistance shall be per dwelling unit, not per person, and shall be split evenly among all the tenants

In the event that the tenant is unable to relocate and remains in the dwelling unit at the increased rent, the tenant must repay the relocation assistance.

### **Landlords are prohibited from carrying out student/school-year, and cold weather evictions (TMC 1.00.060)**

It shall be a defense to eviction if the eviction qualifies as a student/school year eviction or a cold-weather eviction.

An eviction qualifies as a student/school-year eviction if it would require the tenant to vacate their dwelling unit during the school year and the tenant or any resident of the dwelling unit is:

- a. A child or student;
- b. A person having legal custody of a child or student, including but not limited to the child's or student's parent, step-parent, adoptive parent, guardian, foster parent, or custodian; or
- c. An educator

There are some exceptions to this, including:

- owner or family to occupy the unit
- condemnation or uninhabitable
- desire for roommate to vacate
- sexual harassment by tenant
- the tenant's failure to comply with a three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW;

- maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5); or
- because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building or the owner

Landlords may not carry out an eviction during cold weather—between November 1 and April 1.

**Landlords are prohibited from evicting someone based upon tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator (TMC 1.100.070)**

### **Enforcement and penalties**

- Landlords who violate this chapter can be liable for penalties of not less than \$500 and up to five times the monthly rent of the dwelling unit at issue, per violation.
- A tenant can sue landlord for violations.
- A tenant or organization can sue for injunctive relief.
- A landlord can seek court order to be exempted from provisions, and allow eviction, if they can show they would experience “an undue and significant hardship” if the code were enforced.