



WEEKLY REPORT TO THE CITY COUNCIL

July 6, 2023

Members of the City Council
City of Tacoma, Washington

Dear Mayor and Council Members:

ITEMS OF INTEREST

1. Mayor Victoria Woodards provides the attached Council Action Memorandum for a resolution to **place Rental Housing Code Amendments on the November ballot as an Alternative to the Citizen's Initiative Measure No. 1.**
2. Mayor Victoria Woodards provides the attached Council Action Memorandum for a resolution **directing the City Manager to conduct additional research and outreach on items related to the Rental Housing Code.**
3. **The below proposed substitute ordinances and motions related to Ordinance No. 28894 will be discussed during the July 11, 2023 Study Session and City Council Meeting:**
 - **Substitute No. 1 (CM Daniels & Diaz) - AN ORDINANCE** amending chapter 1.95 of the Municipal Code, relating to the "Rental Housing Code," to require landlords to comply with health and safety laws; have a City business license before increasing rent or evicting tenants; set limits on late fees for rent and on pet deposits; require 120-day notice to raise rent; add new regulations for shared housing; standardize screening criteria for the amount of tenant income required to qualify for housing, for reviewing a tenant's criminal history, and acceptable identification; **and to authorize economic displacement relocation assistance.**
 - **Substitute No. 2 (CM Daniels & Diaz) - AN ORDINANCE** amending chapter 1.95 of the Municipal Code, relating to the "Rental Housing Code," to require landlords to comply with health and safety laws; have a City business license before increasing rent or evicting tenants; set limits on late fees for rent and on pet deposits; require 120-day notice to raise rent; add new regulations for shared housing; and standardize screening criteria for the amount of tenant income required to qualify for housing, for reviewing a tenant's criminal history, and acceptable identification; **and adding a ban on evictions from December 1 – March 1.**

- **Substitute No. 3 (CM Bushnell)** - AN ORDINANCE amending chapter 1.95 of the Municipal Code, relating to the “Rental Housing Code,” to require landlords to comply with health and safety laws; have a City business license before increasing rent or evicting tenants; set limits on late fees for rent and on pet deposits; require 120-day notice to raise rent; add new regulations for shared housing; and standardize screening criteria for the amount of tenant income required to qualify for housing, for reviewing a tenant’s criminal history, and acceptable identification; and **providing parity between deed-restricted affordable housing units and other low-income or subsidized units.**
- **Proposed Motion No.1** - A landlord shall not charge a tenant more than 25 percent of one month’s rent as a deposit for pets. Any deposit not used to repair damage by the pet shall be returned to the tenant upon termination of tenancy.
- **Proposed Motion No. 2** - Regulating or banning dogs based on dog breeds, provided that any service animal shall be allowed, and further provided a landlord shall be allowed to ban certain dog breeds if their insurance policy requires such ban.
- **Proposed Motion No. 3** - A landlord may require the financially responsible applicant to demonstrate a monthly gross income of up to two and one-half (2.5) times the amount of the monthly rent for the dwelling unit when the monthly rent amount is below Fair Market Rents as published by the U.S. Department of Housing and Urban Development.

A landlord may require a financially responsible applicant to demonstrate a monthly gross income of up to 2 times the amount of the rent for the dwelling unit when the monthly rent amount is at or above the Fair Market Rents as published annually by HUD.

4. The Human Resources Department provides the attached **June 20, 2023, Tacoma Police Staffing Report.**
5. Police Chief Avery Moore provides the attached **Weekly Crime Report.**
6. Please see the attached City of Tacoma **Weekly Meeting Schedule.**
7. Tacoma Public Utilities provides the attached **July 12, 2023, Study Session and Public Utility Board agendas. The below items will be going to Council on July 25, 2023:**
 - Resolution U-11393 – Authorize execution of a collective bargaining agreement as negotiated with the Professional and Technical Employees, Local 17, effective January 1, 2023 through December 31, 2026 [Dylan Carlson, Labor Relations Mgr].

- Resolution U-11395 – Authorize Tacoma Water to issue the 2023 Regional Water Supply System (RWSS) Revenue Refunding Bonds in an amount not to exceed \$40,850,000, to refund the 2013 Regional Water Supply System Revenue Refunding Bonds, and to amend the RWSS repayment agreement [Lyna Vo, Sr. Utilities Economist].
 - Resolution U-11396 – Authorize Tacoma Water to refund the 2005 Water System Revenue and Refunding Bonds in the amount of \$5,000, and the issuance of the 2023 Water System Revenue Refunding Bonds in an amount not to exceed \$75,000,000, in order to refund the 2013 Water System Revenue and Refunding Bonds [Lyna Vo, Sr. Utilities Economist].
8. Encampment Outreach: The City’s Homeless Engagement and Alternatives Liaison (HEAL) Team (formerly the Homeless Outreach Team) performs encampment outreach throughout the week to provide individuals opportunities to connect to shelter, behavioral health, substance use and employment services. **For the week of June 26 – June 30, 2023, staff visited twenty-five locations. This resulted in 56 individuals being contacted and referred to community services; five individuals accepted shelter.**
9. City-funded Temporary and Emergency Shelter Performance: The City posts weekly information about its Temporary and Emergency Shelter locations including current census, number of available beds and exits to housing. This information can be found at: https://www.cityoftacoma.org/UserFiles/Servers/Server_6/File/cms/NCS/City%20Authorized%20Emergency%20Shelter%20Sites/Weeklydataupdate.pdf and is updated weekly.
10. Hope Team Implementation Timeline - The following is being provided as an update to the hiring efforts and timing of the launch of the alternative response HOPE Team being established to address behavioral health crisis: In partnership with Human Resources, the Tacoma Fire Department (TFD) staff have put significant efforts into recruiting key staff necessary to launch our new dispatched behavioral health responders. As reported at study session earlier this month, we were initially encouraged by the high number of applicants received. Despite the initial interest, we have struggled to get applicants to commit to the positions after being offered employment. As shared via email last week, **there are five positions that remain to be filled: (2) Behavioral Health Crisis Responders, (2) Mobile Unit Registered Nurses, and (1) Advanced Registered Nurse Practitioner (ARNP). These open positions initially had applicant pools that ranged from 2-17 candidates.** Through conversation with applicants, we’ve identified that two issues that arose while negotiating formal employment offers: 1.) The need for clarification around our compensation system; and 2.) Shift schedule requirements.

As a result of our initial hiring difficulty, the job postings for the open positions have been modified to clarify the starting pay and schedule. Since this change, we have received three additional applications for the Behavioral Health Crisis Responder positions and nine additional applications for the Mobile Unit Registered Nurse position. Additional interviews are scheduled for next week. Despite the ARNP position remaining vacant, we will still be able to move forward with deployment of the team by temporarily using the services of our current contracted physician for medical oversight and prescriptive authority, giving us time to continue our searching for a program-dedicated Advanced Registered Nurse Practitioner.

You'll recall in last year's budget process that Council approved accelerated hiring for behavioral health crisis response, moving the initial goal of autumn activation up to this summer. Initially, TFD aimed to launch all components of the HOPE Team in July. Based on the continued need to focus on recruitment, it is now unlikely that we will be able to activate the mobile response team next month. Given the time required for interviews, background checks, notices to current employers, and required onboarding and training, we are now planning for an August launch date. **That new timeline assumes that the interviews planned for next week result in accepted offers of employment.**

TFD will, however, be able to begin case management of approximately 100 people that have been identified by FD CARES as needing mental/behavioral health case management. The case management of these individuals will begin in July, as planned. It is also important to note that a significant amount of additional work related to the program is going well and on schedule, including program development, dispatch processes and protocol, a comprehensive training program for employees, design of uniforms, acquisition of equipment, vehicle preparation, and relationship building with stakeholders and behavioral health partners.

11. Since its grand opening in 1983, the Tacoma Dome has hosted more than 31 million people, drawing diverse audiences from Tacoma and beyond, generating significant economic impact for the City of Tacoma and providing a source of civic pride. **A documentary honoring this history is in production with local organization Foster's Creative and will be screened in August, 2023. Check out the trailer at: [Tacoma Dome 40 Year Anniversary Teaser - YouTube](#)**
12. Freedom Project Shelter, 2135 MLK Jr Way – Now Open: **The micro-shelter site located at 2135 Martin Luther King Jr. Way, operated by Brotherhood RISE, opened on Wednesday, June 28, 2023.** The site has 16 units and can shelter up to 32 individuals at a time. The site serves single men and women as well as couples. The site will first accept clients who have been temporarily sheltered at Brotherhood RISE's main campus and opened at capacity. The location is equipped with showers, portable toilets, and hand washing stations. Residents have access to food across the street at the RISE Center, and the provider is coordinating laundry services for the time being as we are working on procuring a laundry unit for onsite residents. **The site has 24-hour site security and have direct access to case management and counseling during normal business hours through the RISE Center. Neighborhood and Community Services staff will continue to assist Brotherhood RISE in addressing any issues as the shelter location becomes operational.** Brotherhood RISE is currently working to establish a Community Advisory Committee, and the provider expects to have a grand opening this summer.
13. Aspen Court Transition: Aspen Court has been operating as an emergency shelter since December 2021 the operator, Low Income Housing Institute (LIHI), will be beginning transition to permanent supportive housing in this location in early 2024. **LIHI will stop taking new shelter residents as of August 1, 2023, the City will be working with them to successfully transition all remaining residents to appropriate housing alternatives during the period of re-model and upgrade of the facility. Updates on the transition will be provided in future weekly reports.**

14. Veterans Village Community Meeting: **Forward Operating Base Hope has been operating this site since May 2022 with funding provided by the American Rescue Plan Act Funds.** The original removal of this site was planned for August 2023, the City would like to talk with the community about extending the site past the original date. The site plans to continue to primarily serve veterans. We will send out flyers in the first week of July to invite the community to join City staff and the provider onsite to hear about the successful outcomes from this program and the projected plan for operations moving forward.

- Community Meeting Details:
Wednesday, July 26th, 2023, from 6-7:30pm
Onsite at Veteran's Village
8208 Pacific Ave., Tacoma, WA 98408

15. Holy Rosary Safe Parking Site: The safe parking site at Holy Rosary operated by Catholic Community Services (CCS) opened on Monday, April 17, 2023. Site referrals are made through the City's Homeless Engagement and Alternatives Liaison (HEAL) team as well as our contracted partners, Comprehensive Life Resources and Tacoma Rescue Mission Search and Rescue. The site serves up to 40 individuals and/or up to 20 vehicles and provides access to hygiene services such as bathroom, showers, and laundry for residents who are staying on site. The residents also have access to case management to assist with permanent housing solutions. **CCS is inviting neighbors to a Barbeque on Saturday, July 15, 2023, 3:00pm on-site at 520 S. 30th Street, to learn more about the site and how they can get involved.**

STUDY SESSION / WORK SESSION

16. **The City Council Study Session of Tuesday, July 11, 2023, will be conducted as a hybrid meeting.** This meeting can be attended in-person at the Tacoma Municipal Building, Council Chambers located at 747 Market Street on the 1st floor or be heard by dialing (253) 215 – 8782 or through Zoom at: www.zoom.us/j/89496171192 and entering the meeting ID 894 9617 1192; and passcode 896569 when prompted. This meeting will be broadcast on TV Tacoma and Facebook.

Discussion items will include: (1) **Community Police Advisory Committee (CPAC) Recommendations for Community Oversight**; (2) **Comprehensive Plan and Land Use Regulatory Code 2023 Amendments Public Hearing Debrief**; (3) **Other Items of Interest: Council Consideration Requests - 2023 National Association of Local Boards of Health Conference Sponsorship & 6th Avenue Business District's Art on the Avenue Festival Sponsorship and Rental Housing Code Amendments**; (4) **Agenda Review and City Manager's Weekly Report**; (5) **Closed Session – Labor Negotiations.**

On our first agenda item, the **Community Police Advisory Committee (CPAC) will be presenting a summary of their recommendations for accomplishing the goal of community oversight of the Tacoma Police Department.**

On our second agenda item, **Planning and Development Services** staff will provide a **debrief of the City Council’s public hearing held June 27, 2023, on the proposed amendments to the Comprehensive Plan and Land Use Regulatory Code for 2023** and identify potential amendments for Council consideration.

Under other items of interest, the following items will be discussed:

- **Council Consideration Request – 2023 National Association of Local Boards of Health Conference Sponsorship**
- **Council Consideration Request – 6th Avenue Business District’s Art on the Avenue Festival Sponsorship**
- **Rental Housing Code – Amendments**

17. The updated **Tentative City Council Forecast and Consolidated Standing Committee Calendars** are attached for your information.

MARK YOUR CALENDARS

18. There are invited to the below events:

- **Tacoma Community Pride Awards & Flag Raising - Pantages Theater, 901 Broadway, Tacoma WA, 98402. July 7, 2023, 4:30 pm – 6:30 pm.**
- **PRIDE Celebration - July 8, 2023, 12:00 pm–6:00 pm.** The entrance to the Festival is 9th and Pacific Avenue. For more information, please visit: <https://tacomapride.org/event/pride-celebration-july-8th/>

Sincerely,



Elizabeth Pauli
City Manager

EAP: ram



TO: Elizabeth Pauli, City Manager
FROM: Mayor Victoria Woodards; Bucoda Warren, Chief Policy Analyst to the Mayor
COPY: City Council and City Clerk
SUBJECT: Resolution to place Rental Housing Code Amendments on the November ballot as an Alternative to the Citizen's Initiative Measure No. 1.
DATE: July 5, 2023

SUMMARY AND PURPOSE:

A City Council resolution authorizing the County to place an initiative measure amending the Rental Housing Code (RHC), TMC Chapter 1.95, on the November 7, 2023, ballot as an alternative to the Citizen's Initiative, 2023-01, the Landlord Fairness Initiative.

COUNCIL SPONSORS:

Mayor Victoria Woodards, Deputy Mayor Kristina Walker, and Councilmembers Catherine Ushka and John Hines.

BACKGROUND:

Ordinance No. 28894 is being considered by the City Council on July 11th for second reading following five years of administering the (RHC), research and ongoing engagement with the RHC Stakeholder Advisory Group, targeted community outreach efforts conducted in the Spring of 2023, and a year of engagement with the Council Community Vitality and Safety (CVS) committee.

Initial work to develop the RHC began in the Spring of 2018; the RHC Stakeholder Advisory Group was also formed at this time. The RHC was formally adopted on November 20 of that year and went into effect on February 1, 2019. Two years later, in March 2021 staff and the RHC Stakeholder Advisory Group began work on updates to the RHC, including Just Cause Eviction (JCE) standards and the current proposed changes. The JCE Standards were adopted on September 21, 2021. After that, work continued to develop the proposed changes that are currently being brought forward for consideration.

Staff returned to CVS on July 28, 2022, and again on October 27, 2022, to discuss these proposed changes. After receiving committee feedback, staff conducted additional Council engagement to explain the proposed changes and began developing the community engagement plan discussed in the following section of this memo.

Since the outreach efforts on current code updates, a community initiative has recently been filed to address items covered by, or that would impact, the Rental Housing Code. Over the course of May 2023, City Council sponsors including Mayor Victoria Woodards, Deputy Mayor Kristina Walker, and Council Members Catherine Ushka and John Hines met with signature gatherers to better understand the community proposal. Following these meetings, sponsors worked with Rental Housing Code staff to further develop recommended protections were shared with the CVS committee on May 25, and with the full council at Study Session on June 13 and 20.

On July 11, the City Council will consider Ordinance No. 28894 for approval. If approved, Ordinance No. 28894 would strengthen protections for tenants, who are disproportionately lower income and residents of color, and



would provide additional guidance and standards to housing providers and property managers operating in Tacoma.

Tacoma City Charter 2.22 authorizes the City Council to submit a proposed ordinance to the voters for their approval or rejection. This proposed resolution will place Initiative Measure No. 2 on the November ballot as an alternative to the Landlord Fairness Initiative, No. 2023-01. Proposed Initiative Measure No. 2 would, if approved, confirm through repeal and re-enactment of Ordinance No. 28894 those amendments to the "Rental Housing Code" (RHC) approved by the City Council requiring landlords to comply with health and safety laws, have a City license before increasing rent or evicting tenants, and abide by set limits on rent late fees and pet deposits; require 120 day notice to raise rent; add new regulations for shared housing; and standardize screening criteria for tenant income required to qualify for housing and for reviewing tenant's criminal history and identification.

RCW 29A.72.050(4) provides that "For an initiative to the legislature [e.g. City Council] for which the legislature has proposed an alternative, the ballot title... must be displayed on the ballot" in a specific way outlined in state law. See *In re Ballot title Appeal of City of Seattle*, 183 Wn. App. 379, 384-385 (2014) and RCW 29A.36.071(1).

As required by RCW 29A.72.050(4), this resolution will place the City's ordinance as an alternative measure on the ballot as follows:

Measure Nos. 1 and 2 concern Rental Housing code regulations.

Measure No. 1. would require landlords to comply with health and safety laws before raising rent or evicting a tenant; set limits on certain rental fees; require landlords provide two notices to increase rent and offer relocation assistance when the increase is 5% or more; create a defense against certain student/schoolyear evictions, evictions between November 1 and April 1, and evictions against servicemembers, seniors, families and others the protected status under the measure; and provide penalties and enforcement mechanisms.

As an alternative, the Tacoma City Council proposes Measure No. 2, which would repeal and reenact portions of the City's rental housing code and require landlords to comply with health and safety laws; have a City license before increasing rent or evicting tenants; set limits on rent late fees and pet deposits; require 120 day notice to raise rent; add new regulations for shared housing; standardize screening criteria for tenant income required to qualify for housing, for reviewing tenant's criminal history and identification.

Should either of these measures be enacted into law?

Yes

No

2. Regardless of whether you voted yes or no above, if one of these measures is enacted, which one should it be?

Measure No. .1



or

Measure No. 2.

If the majority of voters support enactment of either measure into law and Initiative Measure No. 2 receives the majority of the votes, then City Ordinance No. 28894 will be repealed and reenacted in its entirety by the voters and the City Council – per City Charter section 2.24 – would not be able to amend or repeal the new provisions within two years after their enactment, unless such amendatory or repealing ordinance is submitted to the qualified voters.

If the majority of voters support enactment of either measure into law and the Landlord Fairness Initiative receives the majority of the votes, it will prevail and Initiative Measure No. 2 would fail, meaning that City Ordinance No. 28894 would *not* be repealed, and would remain in effect as a City Council enacted ordinance.

COMMUNITY ENGAGEMENT/ CUSTOMER RESEARCH:

The primary targets of this legislation are tenants, housing providers, and property managers, but because safe and affordable housing conditions effect all Tacoma residents, the legislation it expected to benefit the entire city. It will strengthen protections for tenants, who disproportionately represent lower-income levels in Tacoma and provide additional guidance and standards to housing providers and property managers.

The proposed changes were developed by City staff in partnership with the RHC Stakeholder Advisory Group, who represent a diverse set of community members, including tenant advocates, landlord representatives, nonprofit housing providers, local government agencies, and relevant City offices.

Upon drafting the initial proposals, staff conducted a community survey, resulting in 1270 responses from tenants, housing providers, and property managers, and hosted five community meetings with approximately 200 total attendees to discuss the proposed changes.

After completing the community outreach, several proposed changes were amended after further consultation with the RHC Stakeholder Advisory Group, City Council, and Tacoma For All organizers by the sponsors.

The underrepresented community members involved in this process are renters, who are disproportionately low-income and have historically been less engaged in City policymaking.

2025 STRATEGIC PRIORITIES:

Equity and Accessibility:

As stated above, renters are more likely to be lower income than homeowners, making them more vulnerable to economic crises and displacement pressures. Additionally, the City's Homeownership Disparity Study, published in 2021, shows that BIPOC Tacoma renters are more likely to be cost burdened than white renters. The study also shows that renters are disproportionately residents of color, while homeowners are disproportionately white. This means that renters are more likely to be BIPOC and more likely to be lower income, and that BIPOC renters are the lowest income. Strengthening the RHC will most benefit these Tacoma residents.

Economy/Workforce: *Equity Index Score:* Moderate Opportunity



Increase the percentage of people relocating to the city and affordability of housing compared to neighboring jurisdictions.

Livability: Equity Index Score: Moderate Opportunity

Decrease the percentage of individuals who are spending more than 45% of income on housing and transportation costs.

Increase positive public perception of safety and overall quality of life.

Explain how your legislation will affect the selected indicator(s).

By improving renter protections the City is contributing to protecting renters against being rent burdened to maintain housing and improving the quality of life as more residents are housed. It also helps to support a more robust rental market that is competitive and safe for both renters and housing providers, making Tacoma a more desirable market for people who may look to relocate to Tacoma over other jurisdictions.

ALTERNATIVES:

Alternative(s)	Positive Impact(s)	Negative Impact(s)
1. Adopt proposed changes now and not send anything to the ballot.	Rental protections and guidance and standards for landlord and property managers implemented immediately	If community ballot initiative passes, City would have to rectify differences between the two efforts.
2. Send proposed changes to the ballot without adopting changes now	Create clearer choice and understanding for residents considering a vote in November.	No immediate protections. If the proposed changes fail to be adopted by the voters, there is a risk that they won't be adopted in the near term.
3. Adopt proposed changes now and send same proposed changes to the ballot	Rental protections and guidance and standards for landlord and property managers implemented immediately. And voters would have input on which rental protections they favor.	Voters may be confused as to the effect of voting to approve Measure No. 2.



EVALUATION AND FOLLOW UP:

If this resolution is passed by Council, then the City would advertise for the “For” and “Against” committees and work towards appointing them to draft the appropriate statements for the Voter’s Pamphlet. City staff would also draft the required explanatory statement for the Voter’s Pamphlet and provide all required documents to the County by the August 1, 2023, deadline.

It will be important to revisit the RHC every year, as the market changes and new practices are implemented. Housing providers have proposed that the City conduct an annual survey to understand the effects of the changes over time. The City could conduct this annual survey for housing providers and property managers, as well as for tenants.

SPONSOR RECOMMENDATION:

The Sponsors recommend sending these proposed changes to the ballot in November and adopting the changes now.

FISCAL IMPACT:

Total costs depend on population of each jurisdiction which is fixed based on a proportion of the whole County, and a variable cost that would increase directly due to the presence of additional issues and races on the ballot that would need to be printed and mailed for the voter pamphlet. The voter pamphlet costs are allocated based on number of pages used by each jurisdiction. In November 2022, the cost per page was \$1,974, so a similar cost can be assumed for this year.

Fund Number & Name	COST OBJECT (CC/WBS/ORDER)	Cost Element	Total Amount
1. 0010 - Non-Departmental	651000		\$2,500
TOTAL			



What Funding is being used to support the expense?

NON-DEPARTMENTAL FUNDS USED FOR REGULAR ELECTION COSTS.

Are the expenditures and revenues planned and budgeted in this biennium's current budget?

NO, PLEASE EXPLAIN BELOW

The possibility of sending an ordinance to the voters was not anticipated during the biennial budgeting process. The funding was not planned or budgeted.

Are there financial costs or other impacts of not implementing the legislation?

YES

If an alternative ordinance is not submitted for the November ballot there may be costs that result from the implementation of the community initiative if passed.

Will the legislation have an ongoing/recurring fiscal impact?

NO

To send the ordinance to the ballot there will be upfront costs, but no direct reoccurring costs of this choice. There may be reoccurring costs that result from the implementation of the ordinance if passed in November.

Will the legislation change the City's FTE/personnel counts?

No

ATTACHMENTS:

- Rental Housing Code Proposed Changes Summary Memo
- TMC 1.95 draft Ordinance



TO: Elizabeth Pauli, City Manager
FROM: Mayor Victoria Woodards; Bucoda Warren, Chief Policy Analyst to the Mayor
COPY: City Council and City Clerk
SUBJECT: A Resolution directing the City Manager to conduct additional research and outreach on items related to the Rental Housing Code for discussion at the Community Vitality and Safety Committee, and report back to the City Council by the end of the year on available data and data gaps, strategies for addressing data gaps, and options for implementing additional protections; and include any amendments that are not adopted as a part of Ordinance 28894 as items to be researched as a part of this resolution.
DATE: July 5, 2023

SUMMARY AND PURPOSE:

A Resolution directing the City Manager to conduct additional research and outreach on items related to the Rental Housing Code for discussion at the Community Vitality and Safety Committee, and report back to the City Council by the end of the year on available data and data gaps, strategies for addressing data gaps, and options for implementing additional protections; and include any amendments that are not adopted as a part of Ordinance 28894 as items to be researched as a part of this resolution.

COUNCIL SPONSORS:

Mayor Victoria Woodards, Deputy Mayor Kristina Walker, and Councilmembers Catherine Ushka and John Hines.

BACKGROUND:

Over the last five years of administering the Rental Housing Code (RHC), research and ongoing engagement with the RHC Stakeholder Advisory Group, targeted community outreach efforts conducted in the Spring of 2023, and a year of engagement with the Council Community Vitality and Safety (CVS) committee, recommendations were developed to bring to the City Council. Over the course of May 2023, City Council sponsors including Mayor Victoria Woodards, Deputy Mayor Kristina Walker, and Council Members Catherine Ushka and John Hines met with signature gatherers to better understand a community proposal that will be on the November ballot. Following these meetings, sponsors worked with RHC staff to take the proposed changes developed by the RHC Stakeholder Advisory Group and further develop protections that were shared with the CVS committee on May 25, and with the full Council on June 13 and 20. Council has considered Ordinance 28894 at first reading on June 27, 2023, that contains the sponsors recommendations.

During the review of RHC changes, community stakeholders, council members and staff identified additional opportunities to strengthen our RHC to serve the community. Sponsors recognize these topics are nuanced and have the potential to have harmful unintended consequences on the rental housing market and broader community. Thorough policy development warrants more research and stakeholder engagement to ensure that what is ultimately adopted policy-wise is not only legally enforceable, but also do as much as possible to protect tenants while avoiding adverse community-wide impacts in an already challenging housing market. The importance of continuing work on the RHC in a meaningful way led the sponsors to bring this companion



resolution to Ordinance 28894 to ensure that important questions raised during the outreach process are thoroughly researched and solutions brought back to the whole Council on a timeline that shows serious dedication to addressing the issues of housing in Tacoma.

The research questions were captured as a part of the Rental Housing Code comparison chart and subsequent conversations by the sponsors. These additional topics and questions will be researched by staff, and additional information and options for implementing additional protections will be brought back to the City Council. The topics are listed below based on categories considered during the outreach process.

- General Topics
 - Can we require digital notices and tenant information packets rather than printed in some or all cases while still ensuring proper notice to tenants to cut down on costs to housing providers
 - What are the demographics of housing providers in Tacoma, including income, age, ethnicity, gender, those with limited English-speaking ability, veteran or current military status, female head of household, or differently abled
 - What are the demographics of renters in Tacoma, including income, those defined as ALICE, age, ethnicity, gender, those with limited English-speaking ability, veteran or current military status, female head of household, or differently abled.
 - Research what other communities are doing to regulate out of state/out of city housing providers, and what communities are doing to incentivize local housing providers to build and/or maintain local rental units.
 - Provide options for defining low-income under the rental housing code and how that can be implemented throughout the code, including provisions for reconsidering tenants' eligibility for certain programs when they lose their job or income level changes during a lease.
- Screening Criteria
 - Research what other communities are doing when it comes to addressing landlord limitations on dog breeds in their units if they allow pets, and alternative methods that may be used to limit pets other than breed.
- Fees and Deposit Standards
 - Research what other communities are doing to limit monthly fees associated with pets, and what current housing providers in Tacoma charge for pets at their properties.
 - Determine if the City of Tacoma should adopt protections that limit certain move-in fees, including whether Tacoma should limit move-in fees that exceed the first month's rent; and define allowable/prohibited move-in fees including "last month's rent"
 - Define and determine which refundable deposits are allowable/prohibited at move-in, and provide options on how additional deposits can be utilized to mitigate risks of housing providers renting to higher risk tenants.
- Business License Requirement



- Through the annual business license and/or through an annual survey, what information should be asked of housing providers to collect usable data? For example, rental rates across landlord's portfolio, and rent increases implemented that year.
- Relocation Assistance
 - Provide options for implementing an Economic displacement relocation program for low-income tenants that provides financial assistance when their rent increases beyond a certain level in a year, including what proportion the City/landlord each pay, how much assistance is provided, how a tenant applies, and other questions required for implementation.
- Eviction Protections
 - What specific concerns do tenants have around no-cause evictions and termination of tenancy during cold weather or school year months for certain low income/fixed income tenants that are not covered by Just Cause Eviction Protections?
- Penalties and Enforcement
 - What funding sources can support relocation assistance, or support programs for smaller housing providers? For example, can penalties assessed by the RHC, or rental business license funding be utilized?
 - Determine if the rental housing code allows penalties assessed by City to be given to tenant if tenant was due relocation assistance under current code and landlord did not comply, and whether this source of funding should be used to support rental/relocation assistance or incentivizes for housing providers.
 - Research options for penalizing scammers who falsely list rental properties who are not the property owner and determine if these penalties can and/or should be used to fund financial crimes enforcement.

COMMUNITY ENGAGEMENT:

The Rental Housing Code Stakeholder Advisory Group – comprised of City of Tacoma staff, non-profit and affordable housing representatives, housing providers and tenant advocates – began working in 2018 to position the City of Tacoma as a leader in Washington state in the establishment of rental housing protections. Many of the proposed updates the Rental Housing Code Stakeholder Advisory Group began working on in 2021 were presented on July 28, 2022, to the City Council. The sponsors believe maintaining trust with stakeholder groups through the pre-determined process is vital to ongoing engagement and ensuring Tacoma continues to be known for its methodical collaboration with stakeholders on housing issues.

The RHC Stakeholder Advisory Group will continue their work together and with the Community Vitality and Safety Committee and City staff to evaluate additional changes to the RHC to better strengthen protections while expanding our housing market. This may also include additional outreach surveys to tenants and housing providers to collect input on additional protections or proposed changes.

2025 STRATEGIC PRIORITIES:

Equity and Accessibility:



The primary targets of this legislation are tenants, housing providers, and property managers, but because safe and affordable housing conditions effect all Tacoma residents, the legislation it expected to benefit the entire city. It will strengthen protections for tenants, who disproportionately represent lower-income levels in Tacoma, and provide additional guidance and standards to housing providers and property managers.

Renters are more likely to be lower income than homeowners, making them more vulnerable to economic crises and displacement pressures. Additionally, the City’s Homeownership Disparity Study, published in 2021, shows that BIPOC Tacoma renters are more likely to be cost burdened than white renters. The study also shows that renters are disproportionately residents of color, while homeowners are disproportionately white. This means that renters are more likely to be BIPOC and more likely to be lower income, and that BIPOC renters are the most likely to be lower income. Continuing to evaluate questions related to the RHC that can improve renter protections will most benefit these Tacoma residents.

Economy/Workforce: *Equity Index Score:* Moderate Opportunity

Increase the percentage of people relocating to the city and affordability of housing compared to neighboring jurisdictions.

Livability: *Equity Index Score:* Moderate Opportunity

Decrease the percentage of individuals who are spending more than 45% of income on housing and transportation costs.

Increase positive public perception of safety and overall quality of life.

Explain how your legislation will affect the selected indicator(s).

Additional renter protections can increase housing stability for low-income Tacoma renters by alleviating some displacement pressures and reducing the number who are cost burdened. Proposed changes can also help support a more robust rental market that is competitive and safe for both renters and housing providers, making Tacoma a more desirable market for people who may look to relocate to Tacoma over other jurisdictions.

ALTERNATIVES:

Alternative(s)	Positive Impact(s)	Negative Impact(s)
1. Adopt Resolution	The City Manager will be directed to prioritize questions and topics related to the RHC, and tasked to bring back information and options back to the City Council	
2. Reject Resolution		The City Manager will continue regular efforts to review the RHC but will not be directed to prioritize these questions.



City of Tacoma

City Council Action Memorandum

EVALUATION AND FOLLOW UP:

Staff will work with the RHC Stakeholder Advisory Group and through the Community Vitality and Safety Committee and other methods to research, and get feedback, on various changes to the RHC and bring additional information and recommendations to the City Council later this year.

SPONSOR RECOMMENDATION:

The Sponsors recommend adoption of the companion resolution to prioritize research into additional questions that were not considered as a part of Ordinance 28894 amending TMC 1.95.

FISCAL IMPACT:

There is no direct fiscal impact to adopting the resolution.

ATTACHMENTS:

- RHC Comparison Document



City of Tacoma

TO: City Council
FROM: Christina Caan, Council Policy Analyst, City Manager's Office
Melanie Harding, Assistant to the City Manager, City Manager's Office
COPY: City Manager and City Clerk
SUBJECT: Ordinance to amend Chapter 1.95 of the Municipal Code, relating to the Rental Housing Code, to establish economic displacement relocation assistance
DATE: July 11, 2023

SUMMARY AND PURPOSE: An ordinance amending Chapter 1.95 of the Municipal Code, relating to the Rental Housing Code, to establish economic displacement relocation assistance.

COUNCIL SPONSORS: Council Member Kiara Daniels and Council Member Olgy Diaz

BACKGROUND: Tacoma is grappling with an affordable housing crisis that is driving homelessness and displacement in the city, particularly for residents with a disability, seniors, single mothers, and people of color. People living at or below 50 percent of the area median income (AMI) in Tacoma who face a ten percent rent increase within a 12-month period are more likely to be unable to secure a new rental unit due to the high costs of move-in fees, putting them at greater risk of losing housing or being forced to leave the city to find more affordable housing. Economic displacement relocation assistance will help advance efforts to protect Tacoma's most vulnerable renters and ensure they can remain housed in the city.

ORDINANCE OVERVIEW: This amendment creates an economic displacement relocation assistance program for tenants at or below 50 percent AMI facing a ten percent rent increase within a 12-month period who comply with the deadlines or extensions articulated in the ordinance. The City and the tenant's landlord will share the cost of economic displacement relocation assistance equally, with the City paying 50 percent and the landlord contributing 50 percent. Any eligible tenant must identify a new rental dwelling unit in the City of Tacoma within six months to receive their approved assistance.

- **EXEMPTIONS:** Owners renting twenty dwelling units or less in Tacoma are exempt. No tenant of "deed-restricted affordable housing" or subsidized housing as defined by RCW 59.18.030 will be entitled to economic displacement relocation assistance from the City or landlord. In addition, the intent of the program is to help ensure tenants who wish to remain housed in Tacoma are not displaced. To meet this intent, no tenant shall be entitled to this economic displacement relocation assistance if their new identified rental dwelling unit is outside of the city limits of Tacoma.
- **CITY FUNDS CAPPED:** The City's financial contribution to the program will launch with a capped fund of \$30,000, and the City's responsibility to provide assistance will conclude once the approved funding is fully expended, unless additional funding is approved.



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- **LAUNCH DATE:** The ordinance will come into effect on January 1, 2024 to allow the Office of Equity and Human Rights sufficient time to develop internal processes and materials for managing and advertising the program.
- **REVIEW:** The ordinance will require staff review of the program no later than one year after implementation. Staff review will include information on how many people this new economic displacement relocation assistance kept housed in Tacoma, data collected by the program on the scope and scale of the demand for such assistance, and any other research areas as determined by the City Manager to inform future policy decisions and program support.

BENEFITS OF A CAPPED FUND: Launching the economic displacement relocation assistance program with a capped fund allows the City to better manage financial risk arising from current data limitations and make future decisions on funding after additional data is collected. To calculate the amount of funding the City would spend on economic displacement relocation assistance without a capped fund, the City would need to know the number of qualified applicants per year and the monthly rental price of the units those qualified applicants rented. However, the City currently lacks sufficient data to estimate either of these figures, creating substantial variation in cost estimates. Additional data collected as the program is implemented will narrow these cost estimates.

- For example, without additional data the cost estimates vary widely: If 100 qualified applicants who each had units that rented for \$1,000 per month received funding, the program would cost the City \$100,000. If the City had 250 qualified applicants who each had units that rented for \$1,500 per month, the program would cost the City \$375,000. If the City had 500 qualified applicants who each had units that rented for \$2,000 per month, the program would cost the City \$1,000,000.

CALCULATION OF ASSISTANCE AMOUNT: The amount of relocation assistance will be calculated as follows:

- 1) determine the average monthly rental cost for the rental dwelling unit, based upon either: the rental costs for the 12 months prior to the effective date of the rent increase or for the household's tenancy in the rental dwelling unit, whichever period is shorter;
- 2) identify the number of households that occupy the rental dwelling unit and divide the average monthly rental cost by the number of households, resulting in the average monthly rental cost per household; and
- 3) multiply the average monthly rental cost per household by two.

CITY AND LANDLORD CONTRIBUTIONS: The City recognizes that there may be extraordinary circumstances that compel a landlord to raise rent above ten percent within a 12-month period. The City aims to assist landlords, as well as tenants, during these extraordinary circumstances. Therefore, the program is structured to require the City to pay 50 percent and the landlord to pay 50 percent of the economic displacement relocation assistance. The City shall provide payment to the tenant's new



City of Tacoma

identified landlord, while landlords have the option to provide their payment directly to the tenant or to the tenant's new identified landlord.

- For example: An eligible household renting a unit for an average rent of \$1,200 during the past 12 months would receive a total of \$2,400 in assistance, with half of the total provided by the landlord and other half provided by the City. An eligible household renting a unit for an average rent of \$2,000 during the past 12 months would receive a total of \$4,000 in assistance, with half of the total provided by the landlord and other half provided by the City.

APPLICATION AND PAYMENT PROCESS: Applications for economic displacement relocation assistance must be submitted between 30 days after a tenant in the household receives the required rent-increase notice or 60 days after the rent increase goes into effect, unless an extension is approved by the City, per specified criteria outlined in the ordinance. This will allow the tenant sufficient time to determine whether they can afford the rent increase. If the tenant is deemed eligible for assistance, the City will provide its portion of the payment to the tenant's identified new landlord. The tenant has six months to identify a new rental dwelling unit within the city limits of Tacoma after the tenant is approved for assistance. If the tenant cannot identify new housing within in the city limits of Tacoma within six months of an approved application, the tenant will no longer be eligible for the approved assistance.

REFUND AND APPEALS PROCESS: If the household fails to vacate the rental dwelling unit by the date identified on the written notice of vacation, rescinds its notice of vacation, or withdraws the application for economic displacement relocation assistance, any economic displacement relocation assistance provided by the landlord or City must be refunded within 10 days. The City's ability to pay the identified new landlord rather than the approved tenant will enable the City to have greater options to enforce a refund if needed, providing some protection from financial loss in such a scenario. Landlords and tenants may appeal the City's decision approving or denying the application for economic displacement relocation assistance, including the calculation of the amount of assistance required, per specific criteria outlined in the ordinance.

POTENTIAL REACH OF A CAPPED FUND: Based on Housing and Urban Development (HUD) fair rental rates in Pierce County, the City's \$30,000 capped fund could provide assistance for approximately 25 people in efficiency units (\$1,174); 23 people in a one-bedroom (\$1,308); or 18 people in a two bedroom (\$1,643). Rental rates in Tacoma do not always align with HUD fair rental rates, so the number of people assisted by unit size may be smaller. For example, if a two-bedroom rents for \$2,000 rather than \$1,643, the funding would be sufficient for 15 people, rather than 18 people.



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ORDINANCE TIMELINE: This amendment comes into effect on January 1, 2024. This will allow City staff time to develop the internal City mechanisms needed to operationalize this program, such as time to develop appropriate materials to inform residents about the program, materials to provide for applicants, and City processes for reviewing applications. The ordinance will also require review no later than one year after implementation, to include information on how many people this new economic displacement relocation assistance has kept housed in Tacoma, data collected by the program on the scope and scale of the demand for such assistance, and any other research areas as determined by the City Manager to inform future policy decisions and program support.

COMPARISON TO OTHER CITIES: Seattle has an economic displacement relocation assistance program that is provided to tenants at or below 80 percent AMI who face a ten percent rent increase within a 12-month period. The amount is calculated as three times the tenant’s monthly housing cost and the landlord pays 100 percent of the assistance. Tacoma should not follow Seattle’s model in part because it is punitive to landlords who may face extraordinary circumstances where a ten percent rent increase within a 12-month period is needed.

Economic Displacement Relocation Assistance Program	Seattle	Tacoma
Eligibility regarding amount of rent increase in 12-month period	10 percent or above	10 percent or above
Eligibility regarding AMI level	At or below 80 percent AMI	At or below 50 percent AMI
Calculated amount of assistance	Multiply the average monthly housing costs per household by three	Multiply the average monthly housing costs per household by two
Contribution from City	None (landlord pays 100 percent)	City contributes 50 percent and landlord contributes 50 percent
City Funding Level	None (no City contribution)	\$30,000 capped fund
Exemptions	None	1) “Deed-restricted affordable housing” and subsidized housing as defined by RCW 59.18.030; 2) owners with twenty or fewer units in Tacoma; and 3) new identified rental dwelling unit must be in Tacoma to receive approved assistance

2025 STRATEGIC PRIORITIES

Equity and Accessibility: This amendment will enhance the City’s ability to assist tenants who are at or below 50 percent AMI to remain housed in Tacoma. These residents tend to include those with a



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disability, seniors, single mothers, and people of color. In addition, the amendment will help prevent some displacement and homelessness in Tacoma among the City's most vulnerable populations, while also enabling greater data collection on economic displacement to enable the City to advance further preventative measures. The amendment will also avoid creating economic barriers to small-scale landlords by exempting them from economic displacement relocation assistance.

Economy/Workforce: *Equity Index Score:* Moderate Opportunity

Increase the percentage of people relocating to the city and affordability of housing compared to neighboring jurisdictions.

Livability: *Equity Index Score:* Moderate Opportunity

Improve access and proximity by residents to diverse income levels and race/ethnicity to community facilities, services, infrastructure, and employment.

Decrease the percentage of individuals who are spending more than 45% of income on housing and transportation costs.

Increase positive public perception of safety and overall quality of life.

Explain how your legislation will affect the selected indicator(s).

The amendment will decrease the amount of income renters at or below 50 percent AMI need to spend on housing by helping to alleviate the financial burden of high move-in fees and other fees associated with relocation. In addition, the amendment will enable more people to remain housed in Tacoma by removing barriers to relocation.

EVALUATION AND FOLLOW UP:

Staff will review the economic displacement relocation assistance program no later than one year after implementation to evaluate the scope and scale of the demand and data collected via the application progress and engagement with the community. During that review, the City Council can approve additional funding or reevaluate the size of the funding and other elements related to the terms of eligibility and exceptions as needed based on staff evaluations.

SPONSOR RECOMMENDATION:

The Sponsors recommend adoption of the amendment.

FISCAL NOTE: A capped fund will allow the City to begin assisting people in need and help prevent some of the most vulnerable Tacoma residents from becoming homeless or being displaced. In addition, the program will enable the City to collect data on the scope and scale of the demand for this type of relocation assistance, enhancing the City's ability to make future decisions on funding for the program. In addition, such data will help the City identify measures to prevent further economic displacement by identifying factors that might be creating situations where a ten percent or greater rent increase is implemented within a 12-month period. Data to be collected includes information such as demographics, rental unit size, monthly rent payment, size of household, and location.



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There are no additional costs for the program due to the Office of Equity and Human Rights existing resources and programs, no recurring fiscal impact, and no changes to the City's FTE or personnel counts.

REVENUE

Fund	Cost Center	Cost Element	Biennium Total
0010 - General Fund (City Contribution)	652000	4300000	-\$30,000

EXPENSE

Fund	Cost Center	Cost Element	Biennium Total
0010 - General Fund	658000	5330100	\$30,000



SUBSTITUTE NO. 1
ORDINANCE NO. 28894

1 BY REQUEST OF MAYOR WOODARDS, DEPUTY MAYOR WALKER, AND
2 COUNCIL MEMBERS HINES AND USHKA DANIELS AND DIAZ

3 AN ORDINANCE amending chapter 1.95 of the Municipal Code, relating to the
4 "Rental Housing Code," to require landlords to comply with health and
5 safety laws; have a City business license before increasing rent or
6 evicting tenants; set limits on late fees for rent and on pet deposits;
7 require 120-day notice to raise rent; add new regulations for shared
8 housing; ~~and~~ standardize screening criteria for the amount of tenant
9 income required to qualify for housing, for reviewing a tenant's criminal
10 history, and acceptable identification; and to authorize economic
11 displacement relocation assistance.

12 WHEREAS this recommendation is based on five years of administering
13 the Rental Housing Code ("RHC"), ongoing engagements with the RHC
14 Stakeholder Advisory Group, targeted community outreach efforts conducted in
15 the spring of 2023, and a year of engagement with the Community Vitality and
16 Safety Committee ("CVS"), and

17 WHEREAS initial work to develop the RHC began in the spring of 2018,
18 and the RHC Stakeholder Advisory Group was also formed at this time; the
19 RHC was formally adopted on November 20, 2018, and went into effect on
20 February 1, 2019, and

21 WHEREAS in March 2021, staff and the RHC Stakeholder Advisory
22 Group began work on updates to the RHC, including just cause eviction ("JCE")
23 standards and the current proposed changes; the JCE standards were adopted
24 on September 21, 2021, and



1 WHEREAS, staff returned to CVS on July 28, 2022, and again on
2 October 27, 2022, to discuss the proposed changes, and after receiving
3 committee feedback, staff conducted additional City Council engagement to
4 explain the proposed changes and began developing the community engagement
5 plan, and

6 WHEREAS since the outreach efforts on current code updates, a community
7 initiative has recently been filed to address items covered by, or that which would
8 impact, the RHC, and

9 WHEREAS throughout May of 2023, City Council sponsors including Mayor
10 Woodards, Deputy Mayor Walker, and Council Members Hines and Ushka, met
11 with signature gatherers to better understand the community proposal, and
12 following these meetings, the sponsors worked with RHC staff to further develop
13 recommended protections that have been shared with the CVS committee on
14 May 25, 2023, and with the full City Council at its study session on June 13 and 20,
15 2023, and
16
17

18 WHEREAS the proposed changes were developed by City staff in
19 partnership with the RHC Stakeholder Advisory Group, who represent a diverse
20 set of community members, including tenant advocates, landlord representatives,
21 nonprofit housing providers, local government agencies, and relevant City offices,
22 and
23

24 WHEREAS upon drafting the initial proposals, staff conducted a community
25 survey resulting in 1,270 responses from tenants, landlords, and property managers,
26



and hosted five community meetings with approximately 200 total attendees, to
1 discuss the proposed changes, and

2 WHEREAS after completing the community outreach, several proposed
3 changes were amended after further consultation with the RHC Stakeholder
4 Advisory Group, City Council, and Tacoma 4 All organizers, and
5

6 WHEREAS this legislation will strengthen protections for tenants, who
7 disproportionately represent lower-income levels in the City, and provide
8 additional guidance and standards to landlords and property managers, and
9

10 WHEREAS by strengthening renter protections, the City will increase
11 housing stability for low-income Tacoma renters by alleviating displacement
12 pressures and reducing the number who are cost-burdened and improving the
13 quality of life as more residents are housed, and help to support a more robust
14 rental market that is competitive and safe for both renters and landlords,
15 making the City a more desirable market for people who may look to relocate to
16 the City over other jurisdictions, and

17
18 WHEREAS the City is grappling with an affordable housing crisis that is
19 driving homelessness and displacement in the city, particularly for residents
20 with a disability, seniors, single mothers, and people of color, and people living
21 at or below 50 percent area median income ("AMI") in the City facing a ten
22 percent rent increase within a 12-month period are more likely to be unable to
23 secure a new rental unit due to the high costs of move-in fees, putting them at
24 greater risk of losing housing or being forced to leave the city, economic
25 displacement relocation assistance ("Assistance") will help advance efforts to
26



1 protect the City's most vulnerable renters and ensure they can remain housed
2 in Tacoma, and

3 WHEREAS, the Assistance section in TMC 1.95.083 shall go into effect
4 on January 1, 2024, and

5 WHEREAS the City's contribution to the Assistance section in TMC
6 1.95.083 will be limited to the funding approved for this program, and the City's
7 responsibility to provide assistance will conclude once the approved funding is
8 fully expended, unless additional funding is approved, and

9 WHEREAS, no later than January 1, 2025, the City Manager shall direct
10 staff to review how many people this new Assistance has kept housed in the
11 city, data collected by the program on the scope and scale of the demand for
12 such assistance, and any other research areas as determined by the City
13 Manager to inform future policy decisions and program support; Now, Therefore,

14
15 BE IT ORDAINED BY THE CITY OF TACOMA:

16
17 Section 1. That Chapter 1.95 of the Tacoma Municipal Code ("TMC"),
18 relating to the "Rental Housing Code," is hereby amended, to read as set forth
19 in the attached Exhibit "A."

20 Section 2. That Section 1.95.083, Economic Displacement Relocation
21 Assistance ("Assistance"), shall be effective January 1, 2024.

22
23 Section 3. That the City's contribution to the Assistance section in
24 TMC 1.95.083 will be limited to the funding approved for this program, and the

25
26



1 City's responsibility to provide assistance will conclude once the approved funding
2 is fully expended, unless additional funding is approved.

3 Section 4. No later than January 1, 2025, the City Manager shall direct staff
4 to review how many people this new Assistance has kept housed in the city, data
5 collected by the program on the scope and scale of the demand for such
6 assistance, and any other research areas as determined by the City Manager to
7 inform future policy decisions and program support.

8 Section 5. That the City Clerk, in consultation with the City Attorney, is
9 authorized to make necessary corrections to this ordinance, including, but not
10 limited to, the correction of scrivener's/clerical errors, references, ordinance
11 numbering, section/subsection numbers, and any references thereto.

12
13
14 Passed _____

15
16 _____
17 Mayor

18 Attest:
19 _____
20 City Clerk

21 Approved as to form:
22 _____
23 Deputy City Attorney

24
25
26



EXHIBIT "A"

CHAPTER 1.95
RENTAL HOUSING CODE

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Sections:

- 1.95.010 Purpose and Intent.
- 1.95.020 Definitions.
- 1.95.030 Distribution of information required.
- [1.95.035 Tenant Screening.](#)
- [1.95.037 Rental Agreement Regulations.](#)
- 1.95.040 Deposit requirements and installment payments permitted.
- 1.95.050 Notice requirement generally—reasonable accommodation request.
- 1.95.060 Notice to increase rent requirements.
- [1.95.065 Late Fees.](#)
- 1.95.070 Notice to vacate requirements.
- 1.95.080 Tenant relocation assistance.
- [1.95.083 Economic Displacement Relocation Assistance.](#)
- [1.95.085 Shared housing requirements.](#)
- 1.95.090 Compliance and enforcement.
- 1.95.100 Severability.

* * *

1.95.020 Definitions.

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

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use; conversion from one type residential use to another type residential use, such as a conversion to a retirement home, emergency shelter, transient hotel, or short-term rental as defined in Tacoma Municipal Code (“TMC”) 13.06.700; the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” are provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means the destruction of premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights, or the Director’s designee.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

“Dwelling unit” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.



1 “Immediate family member” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

2 “Landlord” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

3
4 “Master Lease holder” is person who has a rental agreement with the landlord of a dwelling unit with the intent of renting the dwelling unit, or a portion thereof, to one or more subtenants.

5 “Master Lease” is a rental agreement between a landlord renting a dwelling unit to a master lease holder.

6 “Non-refundable move-in fees” means non-refundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

7 “Owner” means one or more persons, or entities, jointly or severally, in whom is vested:

8 A. All or any part of the legal title to property; or

9 B. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

10 “Rent” or “rental amount” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. Except as provided in RCW 59.18.283(3), these terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees.

11
12
13 “Rental agreement” or lease is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

14 “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.

15 “Security deposit” does not include a fee.

16 “Shared housing” means “group housing” as defined in TMC 13.01.060.G, and includes when a tenant rents a private room or shared room in a dwelling unit but shares common areas such as a kitchen, gathering spaces, and/or bathroom with other tenants.

17
18 “Substantial rehabilitation” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

19
20 “Subtenant” is a person who rents a dwelling or part of a dwelling unit from someone who is renting it from the landlord.

21
22 “Tenant” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

23 **1.95.030 Distribution of information required.**

24 A. Distribution of resources by landlord.

25 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 information on a tenant’s right to pay security deposits, non-refundable move-in fees and last month’s rent in installments, once created by the City, and with a City of Tacoma informational website address designated by the City for the purpose of



1 providing information about the property and its landlord, which may include, but is not limited to, local
2 code enforcement information relating to properties within City limits, findings or settlements related to
3 housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a
4 website address for the Washington Secretary of State for the purpose of providing information on how to
5 register to vote or change their address, if the individual is already registered to vote.

6 2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord
7 shall provide the prospective tenant a paper copy of the property and landlord information that can be
8 found on the website identified above.

9 B. Distribution of information packets by landlord.

10 1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings
11 and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful
12 Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies
13 of landlords and tenants, including information about legal resources available to tenants.

14 2. A landlord shall provide a form, created by the City, to the tenant to request to pay security deposits,
15 non-refundable move-in fees and last month's rent in installments.

16 3.2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or
17 prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or
18 renewal agreement.

19 4.3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries
20 described herein, either before entering into the oral rental agreement or as soon as reasonably possible
21 after entering into the oral rental agreement.

22 5.4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the
23 City, distribute current copies of the summaries to existing tenants.

24 6.5. The initial distribution of information to tenants must be in written form and landlords shall obtain the
25 tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a
26 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,
and may do so in electronic form unless a tenant otherwise requests written summaries.

7 7.6. The packet prepared by the Director includes informational documents only, and nothing in the
8 summaries therein shall be construed as binding on or affecting any judicial determination of the rights
9 and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or
10 misinterpretation of the applicable laws.

11 C. Notice of resources.

12 A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when
13 the landlord provides a notice to a tenant under RCW 59.12.030.

14 1.95.035 Tenant Screening

15 A. A landlord may screen potential tenants and additional occupants of the rental unit based upon their
16 own screening practice. A landlord must comply with the requirements of RCW 59.18.257 and not have
17 any discriminatory policies used in screening for tenancy. This section strives to prevent screening policies
18 that can be deemed to be discriminatory or lead to homelessness.

19 B. Social Security Number Requirement.

20 1. No landlord shall require that any tenant, prospective tenant, occupant, or prospective
21 occupant of rental property provide a social security number for any reason. Alternative proof of



financial eligibility such as portable screening reports, or other proof of income must be accepted, where available, if offered by the tenant.

2. Nothing in this section shall prohibit a landlord from either: (i) complying with any legal obligation under federal law, or (ii) requesting information or documentation necessary to determine or verify the financial qualifications of a prospective tenant, or to determine or verify the identity of a prospective tenant or prospective occupant. However, if the landlord requests a social security number for verifying financial qualifications, other documentation sufficient to verify financial qualifications must also be accepted, such as, portable screening reports, Individual Taxpayer Identification Number (ITIN) or other proof of income. If a person is offering alternative means, the landlord must offer the same rental agreement terms to the applicant as if a social security number was provided.

3. Criminal History.

a. No landlord shall have a blanket ban on renting to anyone who has a previous felony conviction or arrest record. Instead, they must conduct an individual assessment of a tenant's criminal history such as the type and severity of the offense and how long ago the offense occurred.

b. Landlords can deny tenancy for criminal history based on a pending charge or conviction of any of the following:

1. Sex Offenses under RCW 9A.44
2. Violent offense under RCW 9.94A.030, against landlord, employees, or other tenants
3. Arson under RCW 9A.48
4. Manufacturing, sale, or distribution of controlled substance under RCW 69.50, or Use of Buildings for Unlawful Drugs under RCW 69.53.

c. Landlords cannot deny tenancy for criminal history solely based on:

1. An arrest that did not result in conviction, except as provided under subsection b above.
2. Participation in or completion of a diversion or deferral of judgment program.
3. A conviction that has been judicially dismissed, expunged, voided, or invalidated.
4. A conviction for a crime that is no longer illegal in the State of Washington.
5. A conviction or any other determination or adjudication issued through the juvenile justice system.
6. A criminal conviction for misdemeanor offenses for which the dates of sentencing are older than 3 years from the date of the application, excluding court-mandated prohibitions that are present at the property for which the applicant has applied; or
7. A criminal conviction for a felony offense for which the dates of sentencing are older than 7 years from the date of the application, excluding court-mandated prohibitions that are present at the property for which the applicant has applied.

C. Financial Responsibility of Applicant. When there are multiple tenants who will reside in common within a dwelling unit, the tenants may choose which adults will be the applicants financially responsible for the dwelling unit and which will be tenants with no financial responsibility and considered just an occupant of the dwelling.

1. A landlord may require the financially responsible applicant to demonstrate a monthly gross income of up to three (3) times the amount of the monthly rent for the dwelling unit when the monthly rent amount is below Fair Market Rents as published by the U.S. Department of Housing and Urban Development ("HUD")
2. A landlord may require a financially responsible applicant to demonstrate a monthly gross income of up to 2.5 times the amount of the rent for the dwelling unit when the monthly rent amount is at or above the Fair Market Rents as published annually by HUD.
3. For the purpose of this subsection, a landlord's evaluation of an applicant's income to rent ratio must:
 - a. Include all income sources of a financially responsible applicant, including, but not limited to, wages, rent assistance (non-governmental only), and monetary public



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benefits. The landlord may also choose to consider verifiable friend or family assistance.

b. Calculate the income to rent ratio based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the applicant;

c. Be based on the cumulative financial resources of all financially responsible applicants for the dwelling unit.

d. If an applicant does not meet the minimum income ratios as described herein, a landlord may require additional and documented security from a guarantor, or an additional security deposit. The landlord shall communicate this conditional approval to the applicant in writing and indicate the amount of the additional security. Applicant will have no less than 48 hours after the communication of conditional approval to accept or decline this opportunity.

e. If a landlord chooses to require additional documented security from a guarantor, the landlord may require the guarantor to demonstrate financial capacity. If the guarantor is a friend or family member, the landlord cannot require the guarantor to have income greater than 3 times the rent amount. The landlord may not require an applicant’s guarantor agreement to exceed the term of the tenant’s rental agreement.

4. Evaluating adult tenants who are not financially responsible. A landlord may screen an adult tenant who will reside with an applicant in a dwelling unit but who is not responsible for paying the rent, only for factors related to maintaining the property, and for conduct consistent with the health, safety or peaceful enjoyment of the premises by other residents or the landlord and to evaluate prospective occupants’ ability to comply with the landlord’s rules of residency. A landlord may not screen an occupant for financial responsibility.

1.95.037 Rental Agreement Regulations

A. Any rental agreement or renewal of a rental agreement in a residential unit entered into after the effective date of this section, shall be prohibited from:

1. Imposing penalties, whether designated as “additional rent” or fees, if a tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy.

2. Requiring forfeiture of all or any part of a deposit if the tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy; provided, that nothing in this Chapter 1.95 shall prevent a landlord from retaining all or a portion of a deposit as compensation for damage to the premises as provided by law and the rental agreement for failure to perform other obligations imposed by the rental agreement.

3. Requiring a tenant to pay rent electronically as outlined in RCW 59.18.063, as it currently exists or hereinafter amended.

4. Requiring a tenant to provide more than a 20-day notice to terminate tenancy, as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

5. Any illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

B. Any provision which waives or purports to waive any right, benefit or entitlement created by this chapter shall be deemed void and of no lawful force or effect.

C. Any rental agreement or renewal of a rental agreement for a dwelling unit entered into after the effective date of this subsection, shall include the provisions outlined in this subsection:

1. Describe the number of occupants allowed to occupy the unit as outlined in TMC 2.01.060.V, as it currently exists or hereinafter amended.

2. Describe uninhabitable spaces such as attics, basements, and garages that have not been properly permitted for occupancy.

3. Include the name and a physical address of the landlord, in addition to any rental portals or online tools to pay rent, make request for repairs, and file complaints. If the landlord does not reside in the state of Washington, there shall also a person who resides in the county who is



authorized to act as an agent for the purposes of service and process, as outlined in RCW 59.18.060(15).

1 4. Include a provision stating that when late fees may be assessed after rent becomes due, the
2 tenant may propose that the date rent is due be altered to a different date of the month.
3 Additionally, the provision shall specify that, according to RCW 59.18.170(3), a landlord shall
4 agree to such a proposal if it is submitted in writing and the tenant can demonstrate that their
5 primary source of income is a regular, monthly source of governmental assistance that is not
6 received until after the date rent is due in the rental agreement.

7 D. Use of last month's rent. If a landlord collects last month's rent from the tenant, the landlord must
8 apply such rent to the last month of tenancy, when notice to terminate is provided by either party. It
9 cannot be used for anything other than rent.

10 **1.95.040 Deposit requirements and installment payments permitted.**

11 A. Installment payments, generally.

12 Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or
13 last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security
14 deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and
15 nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's
16 dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy.
17 Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a
18 tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All
19 installment schedules must be in writing, signed by both parties.

20 B. Fixed-term tenancies for ~~three~~-six months or longer.

21 For any rental agreement term that establishes a tenancy for ~~three~~-six months or longer, the tenant may
22 elect to pay the security deposit and ~~non-refundable move-in fees, and last month's rent, excluding any~~
23 ~~payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for~~
24 ~~the cost of obtaining a tenant screening report, in~~ three-six consecutive, equal monthly installments that
25 begin at the inception of the tenancy.

26 C. Fixed-term tenancies from three to five months

For any rental agreement term that establishes a tenancy for three to five months, the tenant may elect to
pay the security deposit and ~~non-refundable move-in 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.

~~D.~~ Month-to-month tenancy ~~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 and ~~non-refundable move-in 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. For a month to month tenancy, a tenant may pay the last month's rent in 6 consecutive
months, in equal monthly installments. The first payment is due at the inception of the tenancy.

~~E.~~ A tenant's failure to pay a security deposit, non-refundable move-in 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
14-day notice pursuant to RCW 59.12.030(3).

~~F.~~ 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.

~~G.~~ 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



1 to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes,
 2 furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The
 3 checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be
 4 provided with a copy of the signed checklist or statement.

5 H.G. A landlord must place any required security deposit and any last month's rent in a trust account and
 6 provide a written receipt and notice of the name, address, and location of the depository and any
 7 subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

8 H.H. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover
 9 sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the
 10 tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter
 11 59.18 RCW.

12 J. Pet deposits.

13 A landlord shall not charge a tenant more than 25 percent of one month's rent as a deposit for pets. Any
 14 deposit not used to repair damage by the pet shall be returned to the tenant upon termination of tenancy.

15 * * *

16 **1.95.060 Notice to increase rent requirements.**

17 A landlord may not increase rent except in accordance with this section.

18 A. A landlord is required to provide at least 120 days' the minimum-written notice, as outlined in
 19 Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or
 20 monthly housing costs to be charged a tenant will increase by any amount charged the same tenant
 21 for the same housing unit, except as provided by RCW 59.18.140(3)(b) as it exists or is hereinafter
 22 amended.

23 B. Any notice of rent increase shall specify the percentage of the rent increase, the amount of the new
 24 rent, and the date on which the increase becomes effective.

25 C. Any notice of a rent increase shall be served in accordance with RCW 59.12.040, Service of notice—
 26 Proof of service, as it exists or as may be amended.

D. A landlord is required to provide a copy of a resource summary as outlined in TMC 1.95.030, when
the landlord provides a tenant a notice to increase rent.

E. No landlord shall issue a notice to increase rent unless the landlord has complied with the City
business license requirements pursuant to TMC 6B, including having an annual business license,
paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit
complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions
that endanger or impair health and safety of tenants.

1.95.065 Late Fees.

A. Any fees for late payment of rent shall be limited to 1.5 percent of the unpaid monthly rent, and not
to exceed \$75.00 per unpaid monthly rent. No other fees may be charged for late payment of rent,
including for the service of any notice required under state law, or any legal costs, including court
costs and attorneys' fees. Any rental agreement provision providing for such fees shall be deemed



void. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

1 B. A landlord is required to provide the tenant with at least a quarterly written notice outlining late fees due and how the tenant can come into compliance with paying amounts due.

2 C. Notice of late fees must include detailed information regarding the month(s) for which a late fee is owed and a copy of an updated rent ledger and/or information to obtain updated information on
3 online rent portal.

4 D. Any landlord who violates this section shall not be permitted to deduct any late fees from a tenant's security deposit or report the money owed to prospective landlord of the tenant.

5 E. Nothing in this chapter shall preclude the landlord from proceeding against a tenant to recover sums in the amount of the tenant's late fees for which the tenant is responsible together with reasonable attorneys' fees.

6 F. No late fees may be assessed on any non-rent charges.

7 **1.95.070 Notice to vacate requirements.**

8 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.

9 B. No landlord shall issue a notice to vacate unless the landlord has complied with the City business license requirements pursuant to TMC 6B, including having an annual business license, paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants.

12 CB. Requirement for notice to tenant when tenant displaced.

13 When a tenant is to be displaced, 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 and further comply with the Tenant Relocation Assistance requirements in TMC 1.95.080.B.

16 DE. Requirement for notice to tenant to terminate tenancy.

17 Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

18 1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (C)(7) below and as otherwise provided in this subsection.

19 2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

21 a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and

22 b. The landlord has provided the tenant before the end of the initial lease period at least 60 days' advance written notice ending the tenancy, served in a manner consistent with RCW 59.12.040.

24 3. If a landlord and tenant enter into a rental agreement for a specified period in which the tenancy by the terms of the rental agreement does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

26 a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered



into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

1 b. The landlord has provided the tenant before the end of the specified period at least 60 days' advance
2 written notice that the tenancy will be deemed expired at the end of such specified period, served in a
manner consistent with RCW 59.12.040; and

3 c. The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point
4 since the inception of the tenancy.

5 4. For all other tenancies of a specified period not covered under (2) or (3) of this subsection, and for
6 tenancies of an indefinite period on a month-to-month or periodic basis, a landlord may not end the
tenancy except for the causes enumerated in subsection (C)(7) below. Upon the end date of the tenancy of
a specified period, the tenancy becomes a month-to-month tenancy.

7 5. Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in
8 compliance with the requirements in subsection (C)(7) below.

9 6. A tenant may end a tenancy for a specified time by providing notice in writing not less than 20 days
10 prior to the ending date of the specified time.

11 7. The following reasons listed in this subsection constitute cause pursuant to subsection (C)(1) of this
12 section:

13 a. When a tenant defaults in rent as outlined in RCW 59.18.650(2)(a), as it currently exists or is
14 hereinafter amended, the landlord may serve a 14 day comply or vacate notice.

15 b. When a tenant substantially breaches a material lease or a tenant obligation as imposed by law outlined
16 in RCW 59.18.650(2)(b), as it currently exists or is hereinafter amended, the landlord may serve a 10 day
17 comply or vacate notice.

18 c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal
19 activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as
20 outlined in RCW 59.18.650.2(c), as it currently exists or is hereinafter amended, the landlord may serve a
21 3 day notice to vacate.

22 d. When the owner or immediate family member wants to occupy the unit as their primary residence, as
23 outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended, provided that there is a
24 rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to
occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately
after the tenant vacated the unit pursuant to a notice to vacate using this subsection 4 as the cause for the
lease ending, the landlord may serve a 90 day notice to vacate.

25 e. When the owner elects to sell the dwelling unit, as outlined in RCW 59.18.610(2)(e), as it currently
26 exists or is hereinafter amended, the landlord may serve a 90 day notice to vacate.

f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day
advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).

g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a
conversion pursuant to RCW 64.34.440 or 64.90.655, as outlined in RCW 59.18.650(2)(g), and the
landlord served a 120 day advanced written notice.

h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as
outlined in TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the
landlord must serve a 30 day notice to vacate.

i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it
currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when
the landlord rents to four or more tenants in the same dwelling unit.



1 j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

2 k. When he or she does not comply with signing a new rental agreement, as outlined in RCW 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

3 l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

4 m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

5 n. When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

6 o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

7 p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant, as outlined in RCW 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice to vacate.

8 q. When a tenant does not comply with applying or signing a rental agreement after the original tenant has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the landlord must serve the tenant with a 30 day notice to apply or vacate.

9 **ED**. Notice requirements, generally.

10 1. Notices provided in this section shall comply with RCW 59.12.040, as it exists or as hereinafter amended.

11 2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the dwelling unit at the end of the month or period of tenancy.

12 3. The notice shall list the name of the tenant and the dwelling unit number and stated reason for or condition(s) justifying the termination of tenancy.

13 4. 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.

14 **EE**. Tenant meeting.

15 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.

16 **EF**. The notices required herein do not apply when:

17 A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.

18 * * *



1.95.083 Economic Displacement Relocation Assistance

A. The following definitions for this section:

"Family household" means all occupants in the same housing rental dwelling unit who are members of the same family unit.

"Family unit" means all related persons, including: parents; spouses' parents; grandparents; spouses' grandparents; grandchildren; spouses' grandchildren; siblings; spouses' siblings; siblings' spouses and siblings' children; and those similarly related to individuals in city or state registered domestic partnerships.

"Household" means any family household or non-family household that occupies a rental dwelling unit. A combination of family households and non-family households may occupy a single housing rental dwelling unit.

"Household representative" means the household member designated by the household as the person representing the household in performing actions under this section, and who is the person legally entitled to obtain the payment authorized by this section. A household representative may represent only one household at a time.

"Non-family household" means: a person living alone; or occupants of a rental dwelling unit who are not members of a family household.

B. Criteria for economic displacement relocation assistance

1. A household representative is entitled to economic displacement relocation assistance if:

a. A tenant of the rental dwelling unit has received a notice(s) to increase rent 10 percent or more over a 12 month period;

b. The household representative complies with the deadlines or extensions in this section;

c. Between 30 days after a tenant in the household receives a required rent-increase notice or 60 days after the rent increase goes into effect, the household vacates the rental dwelling unit or a member of the household has given written notice to the landlord of the date the household intends to vacate the housing rental dwelling unit; and

d. The household is at or below 50 percent of the area median income.

1) No tenant shall be entitled to this economic displacement relocation assistance if the owner of the property rents 20 dwelling units or less in the city of Tacoma.

2. No tenant of "subsidized housing", as defined by RCW 59.18.030 as it exists as is or hereinafter amended, or in a deed restricted affordable housing unit shall be entitled to relocation assistance under this section. "Deed restricted affordable housing" means real estate that is required to be used as affordable housing for a period of time of at least thirty (30) years pursuant to a restrictive covenant or similar enforceable, recorded instrument, with income targets that are no higher than 80 percent of AML. The term shall include, but not be limited to, HUD multifamily housing and Low Income Housing Tax Credit projects authorized by applicable law.

3. No tenant shall be entitled to this economic displacement relocation assistance if their new identified rental dwelling unit, as provided in subsection E below, is outside of the city limits of Tacoma.

C. Application for economic displacement relocation assistance



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1. Between 30 days after a tenant in the household receives a required rent-increase notice or 60 days after the rent increase goes into effect, the household representative may apply to the Director of the City's Office of Equity and Human Rights ("Director") for economic displacement relocation assistance by submitting an application to the Director on a form approved by the Director. If the household representative fails to submit an application between 90 days after a tenant in the household receives the required rent-increase notice or 60 days after the rent increase goes into effect, the household representative is not entitled to economic displacement relocation assistance unless the household representative requests, and the Director approves the request for, an extension of time to submit the application. The extension request must explain why the household representative is unable to apply before the expiration of the applicable period. The Director shall approve the extension request if the Director receives it before the expiration of the applicable period and determines that the household representative has good cause for being unable to apply within the applicable period. The Director shall notify the household representative and the landlord in writing whether the extension has been approved or rejected. If the Director approves the extension, the household representative will have an additional 30 days after the expiration of the original applicable period in which to submit the application.

2. The application shall include:

- a. An affidavit identifying the date the household representative's household vacated the housing rental dwelling unit or a copy of the notice the household gave to the landlord identifying the date the household intends to vacate the rental dwelling unit;
- b. A copy of the current rental agreement or, if the tenancy is not subject to a written agreement or the household does not have a copy of it, proof of monthly rent for the 12 months prior to the effective date of the required rent-increase notice or for the household's tenancy in the rental dwelling unit, whichever period is shorter;
- c. Documentation establishing that the rent increase is for ten percent or more or, in combination with all other rent increases taking effect within 12 months prior to the effective date of that rent increase or the household's tenancy in the rental dwelling unit, whichever period is shorter, will result or resulted in a cumulative rent increase of ten percent or more; and
- d. The number of family and non-family households occupying the rental dwelling unit and the names of all members of each household; and
- e. For the household applying for assistance, the total combined annual income for the previous calendar year, and the total combined income for the current calendar year.

3. Within five days after receiving the application, the Director shall notify the landlord in writing that the household representative has submitted an application for economic displacement relocation assistance.

4. The Director may ask the household representative to provide information to complete an application for economic displacement relocation assistance. The household representative is not entitled to economic displacement relocation assistance if the household representative fails to provide the requested information within 30 days after receiving the Director's request, unless the household representative requests, and the Director approves the request for, an extension of time to provide the requested information. The extension request must explain why the household representative is unable to provide the information before the expiration of the 30-day period. The Director shall approve the extension request if the Director receives it before the expiration of the 30-day period and determines that the household representative has good cause for being unable to provide the requested information within the period. If the Director approves the extension request, the household representative will have an additional 30 days after the expiration of the original 30-day period in which to submit the requested information.



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5. Within ten days after the Director receives a complete application, the Director shall send by certified mail, return receipt requested and by first-class mail to the household representative and the landlord a notice stating whether the household representative is entitled to economic displacement relocation assistance and identifying the amount of any entitlement as calculated below.

6. If the household rescinds its notice of vacation or fails to vacate the rental dwelling unit by the date identified on the written notice of vacation at any time after the household representative submits an application to the Director and before the Director pays economic displacement relocation assistance to the household representative, the household representative must withdraw the application for economic displacement relocation assistance by providing written notice to the Director.

D. Calculation of economic displacement relocation assistance payment

The Director shall calculate the amount of economic displacement relocation assistance, if any, to which the household representative is entitled. To calculate that amount, the Director shall:

1. Determine the average monthly rent for the rental dwelling unit, based upon either: the average monthly rent for the 12 months prior to the effective date of that rent increase or for the household's tenancy in the rental dwelling unit, whichever period is shorter;
2. Identify the number of households that occupy the rental dwelling unit and divide the average monthly rent by the number of households, resulting in the average monthly rent per household; and
3. Multiply the average monthly rent per household by two.

E. Landlord's payment of economic displacement relocation assistance

1. The landlord shall pay half the amount of relocation assistance, if any, identified by the Director within ten days after the landlord receives notice from the Director that the eligible tenant has identified a new landlord. The landlord shall pay the relocation assistance directly to the tenant or the tenant's new landlord, and shall notify the Director to confirm completion of the payment.
2. The landlord may not reduce the amount of the assistance payment by any amount the landlord believes the tenant owes the landlord, such as a security deposit for damage to the property for which the tenant is responsible. Nothing in this section precludes the landlord from seeking such amounts from the tenant pursuant to other applicable law.
3. Payment by the landlord of economic displacement relocation assistance under this section does not constitute compliance with the tenant relocation assistance requirements in any other section of this Chapter.
4. Once considered eligible for relocation assistance, the tenant has 6 months to identify a new landlord rental dwelling unit in the city of Tacoma. If a tenant cannot identify new housing within 6 months of the Director's notice of eligibility or identifies new housing outside of the city of Tacoma, the tenant shall no longer be eligible for the approved assistance under this section.

F. City payment of economic displacement relocation assistance to the household representative

The Director shall pay half the amount of assistance, if any, identified in the Director's notice within 10 days after the Director is notified from the tenant that the tenant has identified a new rental dwelling unit. The Director shall pay the relocation assistance directly to the tenant's new landlord. Once the City expends its approved funding for this program, the City is no longer responsible for any economic displacement relocation assistance, unless additional funding is approved.

G. Refunds



1 If after the landlord has already paid economic displacement relocation assistance, the household fails to
2 vacate the housing rental dwelling unit by the date identified on the written notice of vacation, rescinds its
3 notice of vacation, or withdraws the application for economic displacement relocation assistance:

4 1. The tenant or new landlord, whomever the landlord has paid the relocation assistance, shall
5 refund the amount paid by the landlord within ten days after the Director receives notice of the
6 failure, rescission, or withdrawal; and

7 2. If the household representative's new landlord has received an economic displacement
8 relocation assistance payment from the Director, the new landlord shall refund the payment to
9 the Director within ten days after the failure, rescission, or withdrawal.

10 H. Administrative appeals

11 1. The landlord or a household representative may appeal the Director's decision approving or
12 denying the application for an economic displacement relocation assistance payment, including
13 the Director's calculation of the amount of any economic displacement relocation assistance
14 payment.

15 2. A notice of appeal shall be filed with the Office of the Hearing Examiner ("Hearing Examiner")
16 by 5 p.m. within ten days after receipt of the Director's decision, and by that same date, copies of
17 the notice of appeal shall be placed in the mail, postage pre-paid, for service on the Director and
18 any non-appellant landlord or household representative. Proof of service shall be filed with the
19 Hearing Examiner.

20 3. A notice of appeal shall be in writing, specifically describe the alleged errors in the Director's
21 decision, and describe the relief sought.

22 4. The Hearing Examiner shall hold a hearing on the appeal pursuant to procedures prescribed by
23 the Hearing Examiner, subject to the procedures prescribed by Chapter 1.23. The Hearing
24 Examiner shall provide notice of the hearing to all parties of record at least ten days prior to the
25 scheduled hearing date.

26 5. The Hearing Examiner shall establish a record at the hearing. Appeals shall be considered de
27 novo. The Hearing Examiner may affirm, reverse, remand, or modify the Director's decision.

28 6. The Hearing Examiner shall issue a decision within 60 days after the date of record closure. The
29 decision shall be final and conclusive. On the day the decision is issued, a copy of the decision
30 shall be mailed or emailed to all parties of record and all other persons requesting a copy of the
31 decision.

32 1.95.085 Shared Housing Requirements:

33 A. Findings. Shared housing provides an affordable option for many kinds of people including students,
34 older adults, singles, and workers who make low wages. Costs stay low because someone rents a
35 private room but shares common areas such as a kitchen, bathroom, gathering spaces, and/or
36 bathroom. The City recognizes that shared housing has become a more common way to secure
37 housing but is also a tool to help prevent homelessness. The City has a responsibility to ensure that
38 housing is equitable, crime-free, and healthy. This section strives to ensure housing security for
39 current and future residents, healthy housing conditions, and reduce negative impacts on
40 neighborhoods.

41 B. Shared housing regulations.

42 1. Any rental agreement under this section must be in writing and in compliance with TMC
43 1.95.037.

44 2. Any landlord or master lease holder renting to four or more tenants in a dwelling unit must have
45 separate rental agreements for each "habitable space." "Habitable space" is defined pursuant to
46 TMC 2.01.040.W and "is space in a structure for living, sleeping, eating, or cooking. Bathrooms,
47 toilet compartments, closets, halls, storage or utility space, and similar areas, are not considered
48 habitable space."



3. Master lease holder shall provide contact information for their subtenants to the property owner, and must provide contact information of the property owner to their subtenants.

1 C. For any rental agreement with a master lease, landlord and the master lease holder must comply with the following:

- 2 1. Landlord and master lease holder must both be in compliance with subsection B.
- 3 2. Landlord and master lease holder must investigate any complaints from City of Tacoma, Tacoma Police Department, neighbors, and/or Neighborhood Councils, related to the rental property causing a nuisance, drug or gang activity, and terminate tenancy if appropriate.
- 4 3. Landlord must serve any notices outlined in TMC 1.95.070.C to master lease holder and provide enough copies for the maximum number of residents as allowed under TMC 2.01.060.V and W, and served in accordance with RCW 59.12.040 and TMC 1.95.030.C.
- 5 4. After being served notice under TMC 1.95.070.C, the master lease holder must serve copies to the subtenants in accordance with RCW 59.12.040 and TMC 1.95.030.C. If the master lease holder fails to provide a notice to terminate a subtenancy, the landlord shall still be entitled to pursue an unlawful detainer action against the subtenants if necessary, provided that any subtenants who will be evicted as a result of the unlawful detainer action will be entitled to reside at the premises for an additional thirty (30) days following the date the writ of restitution is issued, or as ordered by court.

9 **1.95.090 Compliance and enforcement.**

10 **A. Compliance.**

- 11 1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.
- 12
- 13 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 lawful rights to organize.
- 14
- 15 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). A landlord shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the landlord can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, a landlord may not evict a tenant if:
- 16 a) the landlord does not have a City annual business license as required by TMC 6B.20.010 and has not complied with the requirement of registering each dwelling unit with the City of Tacoma and certification that each dwelling unit complies with RCW 59.18.060, as it exists or as hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants;
- 17 b) the landlord or master lease holder has failed to comply with subsection TMC 1.95.070.C as required and the reason for terminating the tenancy is that the tenancy ended at the expiration of a specified term or period, except as provided by TMC 1.95.085.C.4;-or
- 18 c) any violation of any notices required by TMC 1.95.070 exists. Lack of such notice shall provide the tenant with a defense to an unlawful detainer action.
- 19
- 20
- 21
- 22 4. ~~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:
- 23 (1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, 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; or
- 24 (2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.
- 25
- 26 ~~b.~~5. 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.



1 ~~4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as it currently exists~~
2 ~~or hereinafter amended, or requires a tenant to provide more than a 20-day notice to terminate tenancy, is~~
3 ~~subject to civil penalties.~~

4 56. Joint and Several Responsibility and Liability.

5 Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is
6 not prohibited from taking action against a person where other persons may also be potentially
7 responsible persons, nor is the City required to take action against all potentially responsible persons.

8 B. Rebuttable Presumption.

9 1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, and within 90 days after the
10 tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate
11 or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the 120-
12 day notice to terminate requirement in TMC 1.95.070.B.

13 2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of
14 evidence that either the termination was due to proper cause or, in the case of substantial rehabilitation,
15 that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the
16 dwelling.

17 C. Powers and duties of the Director.

18 1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent
19 with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of
20 final rules and regulations.

21 2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the
22 provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to
23 settlement by agreement.

24 3. The Director is authorized to request records from landlord and the landlord shall allow the Director
25 access to such records, as well as a complete roster of tenants names and contact information, when
26 requested, with at least five business days' notice and at a mutually agreeable time, to investigate
potential violations of the requirements of this chapter.

D. Notice of Violation.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of
Violation shall include:

a. The street address or a description of the building, structure, premises, or land in terms reasonably
sufficient to identify its location where the violation occurred;

b. A description of the violation and a reference to the provisions of this chapter which have been
violated;

c. A description of the action required to comply with the provisions of this chapter;

d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such
request for hearing must be submitted in writing and must be received by the City Clerk no later than ten
days after the Notice of Violation has been issued;

e. A statement that penalties will accrue as provided in this chapter;

f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to
conciliate.

2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of Violation is
issued by personal delivery or first-class mail.

E. Civil Penalties.



1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

a. For a violation of Distribution of information required (TMC 1.95.030), Deposit requirements and installment payments (TMC 1.95.040), Notice requirement generally (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), or Late Fees (TMC 1.95.065), a landlord shall be subject to the following penalties:

(1) For the first violation for each affected dwelling unit, \$500; and

(2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.

b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance (TMC 1.95.080), Economic Displacement Relocation Assistance (TMC 1.95.083), Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090.A.4), Rental agreement regulations (TMC 1.95.037), Tenant Screening (TMC 1.95.035), Shared Housing (TMC 1.95.085), a landlord or master lease holder if appropriate, shall be subject to the following penalties:

(1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;

(2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.

3. If the tenants have already relocated, but a violation of the notices required pursuant to Section 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.

4. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.

5. Any civil penalties paid by the landlord shall be kept by the City.

F. Administrative Review by Director.

1. General.

A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.

2. How to request administrative review.

A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.

3. Decision of Director.

After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first class mail.

G. Appeals to the Hearing Examiner of Director's Decision.

Appeal of the Director's decision shall be made within ten days from the date of the Director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the Hearing Examiner, which appeal shall be governed by TMC 1.23.



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SUBSTITUTE NO. 2
ORDINANCE NO. 28894

1 BY REQUEST OF MAYOR WOODARDS, DEPUTY MAYOR WALKER, AND
2 COUNCIL MEMBERS HINES AND USHKA DANIELS AND DIAZ

3 AN ORDINANCE amending chapter 1.95 of the Municipal Code, relating to the
4 "Rental Housing Code," to require landlords to comply with health and
5 safety laws; have a City business license before increasing rent or
6 evicting tenants; set limits on late fees for rent and on pet deposits;
7 require 120-day notice to raise rent; add new regulations for shared
8 housing; and standardize screening criteria for the amount of tenant
9 income required to qualify for housing, for reviewing a tenant's criminal
10 history, and acceptable identification; and adding a ban on evictions
11 from December 1 to March 1.

12 WHEREAS this recommendation is based on five years of administering
13 the Rental Housing Code ("RHC"), ongoing engagements with the RHC
14 Stakeholder Advisory Group, targeted community outreach efforts conducted in
15 the spring of 2023, and a year of engagement with the Community Vitality and
16 Safety Committee ("CVS"), and

17 WHEREAS initial work to develop the RHC began in the spring of 2018,
18 and the RHC Stakeholder Advisory Group was also formed at this time; the
19 RHC was formally adopted on November 20, 2018, and went into effect on
20 February 1, 2019, and

21 WHEREAS in March 2021, staff and the RHC Stakeholder Advisory
22 Group began work on updates to the RHC, including just cause eviction ("JCE")
23 standards and the current proposed changes; the JCE standards were adopted
24 on September 21, 2021, and

25 WHEREAS, staff returned to CVS on July 28, 2022, and again on
26 October 27, 2022, to discuss the proposed changes, and after receiving
committee feedback, staff conducted additional City Council engagement to



1 explain the proposed changes and began developing the community engagement
2 plan, and

3 WHEREAS since the outreach efforts on current code updates, a community
4 initiative has recently been filed to address items covered by, or that which would
5 impact, the RHC, and
6

7 WHEREAS throughout May of 2023, City Council sponsors including Mayor
8 Woodards, Deputy Mayor Walker, and Council Members Hines and Ushka, met
9 with signature gatherers to better understand the community proposal, and
10 following these meetings, the sponsors worked with RHC staff to further develop
11 recommended protections that have been shared with the CVS committee on
12 May 25, 2023, and with the full City Council at its study session on June 13 and 20,
13 2023, and
14

15 WHEREAS the proposed changes were developed by City staff in
16 partnership with the RHC Stakeholder Advisory Group, who represent a diverse
17 set of community members, including tenant advocates, landlord representatives,
18 nonprofit housing providers, local government agencies, and relevant City offices,
19 and
20

21 WHEREAS upon drafting the initial proposals, staff conducted a community
22 survey resulting in 1,270 responses from tenants, landlords, and property managers,
23 and hosted five community meetings with approximately 200 total attendees, to
24 discuss the proposed changes, and
25
26



1 WHEREAS after completing the community outreach, several proposed
2 changes were amended after further consultation with the RHC Stakeholder
3 Advisory Group, City Council, and Tacoma 4 All organizers, and
4

5 WHEREAS this legislation will strengthen protections for tenants, who
6 disproportionately represent lower-income levels in the City, and provide
7 additional guidance and standards to landlords and property managers, and
8

9 WHEREAS by strengthening renter protections, the City will increase
10 housing stability for low-income Tacoma renters by alleviating displacement
11 pressures and reducing the number who are cost-burdened and improving the
12 quality of life as more residents are housed, and help to support a more robust
13 rental market that is competitive and safe for both renters and landlords,
14 making the City a more desirable market for people who may look to relocate to
15 the City over other jurisdictions, and
16

17 WHEREAS including a defense against evictions between December 1 and
18 March 1 will prevent the most at-risk tenants from being displaced to the streets
19 during the months with the harshest weather and poorest living conditions; Now,
20

21 Therefore,

22 BE IT ORDAINED BY THE CITY OF TACOMA:

23 Section 1. That Chapter 1.95 of the Tacoma Municipal Code (“TMC”),
24 relating to the “Rental Housing Code,” is hereby amended, to read as set forth
25 in the attached Exhibit “A.”
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Section 2. That the City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

CHAPTER 1.95
RENTAL HOUSING CODE

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Sections:

- 1.95.010 Purpose and Intent.
- 1.95.020 Definitions.
- 1.95.030 Distribution of information required.
- [1.95.035 Tenant Screening.](#)
- [1.95.037 Rental Agreement Regulations.](#)
- 1.95.040 Deposit requirements and installment payments permitted.
- 1.95.050 Notice requirement generally—reasonable accommodation request.
- 1.95.060 Notice to increase rent requirements.
- [1.95.065 Late Fees.](#)
- [1.95.075 Defense related to certain evictions that would result in vacating between December 1 and March 1.](#)
- 1.95.070 Notice to vacate requirements.
- 1.95.080 Tenant relocation assistance.
- [1.95.085 Shared housing requirements.](#)
- 1.95.090 Compliance and enforcement.
- 1.95.100 Severability.

* * *

1.95.020 Definitions.

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

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use; conversion from one type residential use to another type residential use, such as a conversion to a retirement home, emergency shelter, transient hotel, or short-term rental as defined in Tacoma Municipal Code (“TMC”) 13.06.700; the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” are provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means the destruction of premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights, or the Director’s designee.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

“Dwelling unit” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons



maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.

1 “Immediate family member” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and
2 includes state registered domestic partner, spouse, parents, grandparents, children, including foster
children, siblings, and in-laws.

3 “Landlord” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner,
4 lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any
person designated as representative of the owner, lessor, or sublessor including, but not limited to, an
agent, a resident manager, or a designated property manager.

5 “Master Lease holder” is person who has a rental agreement with the landlord of a dwelling unit with the
6 intent of renting the dwelling unit, or a portion thereof, to one or more subtenants.

7 “Master Lease” is a rental agreement between a landlord renting a dwelling unit to a master lease holder.

8 “Non-refundable move-in fees” means non-refundable payment paid by a tenant to a landlord to cover
administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the
tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

9 “Owner” means one or more persons, or entities, jointly or severally, in whom is vested:

10 A. All or any part of the legal title to property; or

11 B. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

12 “Rent” or “rental amount” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and
means recurring and periodic charges identified in the rental agreement for the use and occupancy of the
premises, which may include charges for utilities. Except as provided in RCW 59.18.283(3), these terms
13 do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal
costs, or other fees, including attorneys’ fees.

14 “Rental agreement” or lease is defined under RCW 59.18.030, as it exists or is hereinafter amended, and
means all agreements which establish or modify the terms, conditions, rules, regulations, or any other
15 provisions concerning the use and occupancy of a dwelling unit.

16 “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.

17 “Security deposit” does not include a fee.

18 “Shared housing” means “group housing” as defined in TMC 13.01.060.G, and includes when a tenant
rents a private room or shared room in a dwelling unit but shares common areas such as a kitchen,
gathering spaces, and/or bathroom with other tenants.

19 “Substantial rehabilitation” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and
means extensive structural repair or extensive remodeling of premises that requires a permit such as a
20 building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing
tenant.

21 “Subtenant” is a person who rents a dwelling or part of a dwelling unit from someone who is renting it
22 from the landlord.

23 “Tenant” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and any person who is
entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

24 **1.95.030 Distribution of information required.**

25 A. Distribution of resources by landlord.

26 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 information on a tenant’s right to pay



1 [security deposits, non-refundable move-in fees and last month's rent in installments](#), ~~once created by the~~
 2 ~~City,~~ [and](#) with a City of Tacoma informational website address designated by the City for the purpose of
 3 providing information about the property and its landlord, which may include, but is not limited to, local
 4 code enforcement information relating to properties within City limits, findings or settlements related to
 5 housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a
 6 website address for the Washington Secretary of State for the purpose of providing information on how to
 7 register to vote or change their address, if the individual is already registered to vote.

8 2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord
 9 shall provide the prospective tenant a paper copy of the property and landlord information that can be
 10 found on the website identified above.

11 B. Distribution of information packets by landlord.

12 1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings
 13 and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful
 14 Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies
 15 of landlords and tenants, including information about legal resources available to tenants.

16 [2. A landlord shall provide a form, created by the City, to the tenant to request to pay security deposits,
 17 non-refundable move-in fees and last month's rent in installments.](#)

18 ~~3~~2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or
 19 prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or
 20 renewal agreement.

21 ~~4~~3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries
 22 described herein, either before entering into the oral rental agreement or as soon as reasonably possible
 23 after entering into the oral rental agreement.

24 ~~5~~4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the
 25 City, distribute current copies of the summaries to existing tenants.

26 ~~6~~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,
 and may do so in electronic form unless a tenant otherwise requests written summaries.

7 ~~7~~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.

8 C. Notice of resources.

9 A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when
 10 the landlord provides a notice to a tenant under RCW 59.12.030.

11 **1.95.035 Tenant Screening**

12 [A. A landlord may screen potential tenants and additional occupants of the rental unit based upon their
 13 own screening practice. A landlord must comply with the requirements of RCW 59.18.257 and not have
 14 any discriminatory policies used in screening for tenancy. This section strives to prevent screening policies
 15 that can be deemed to be discriminatory or lead to homelessness.](#)

16 [B. Social Security Number Requirement.](#)

17 [1. No landlord shall require that any tenant, prospective tenant, occupant, or prospective
 18 occupant of rental property provide a social security number for any reason. Alternative proof of](#)



financial eligibility such as portable screening reports, or other proof of income must be accepted, where available, if offered by the tenant.

1 2. Nothing in this section shall prohibit a landlord from either: (i) complying with any legal
2 obligation under federal law, or (ii) requesting information or documentation necessary to
3 determine or verify the financial qualifications of a prospective tenant, or to determine or verify
4 the identity of a prospective tenant or prospective occupant. However, if the landlord requests a
5 social security number for verifying financial qualifications, other documentation sufficient to
6 verify financial qualifications must also be accepted, such as, portable screening reports,
7 Individual Taxpayer Identification Number (ITIN) or other proof of income. If a person is
8 offering alternative means, the landlord must offer the same rental agreement terms to the
9 applicant as if a social security number was provided.

3. Criminal History.

6 a. No landlord shall have a blanket ban on renting to anyone who has a previous felony
7 conviction or arrest record. Instead, they must conduct an individual assessment of a
8 tenant’s criminal history such as the type and severity of the offense and how long ago the
9 offense occurred.

8 b. Landlords can deny tenancy for criminal history based on a pending charge or conviction
9 of any of the following:

- 9 1. Sex Offenses under RCW 9A.44
- 10 2. Violent offense under RCW 9.94A.030, against landlord, employees, or other
11 tenants
- 12 3. Arson under RCW 9A.48
- 13 4. Manufacturing, sale, or distribution of controlled substance under RCW 69.50, or
14 Use of Buildings for Unlawful Drugs under RCW 69.53.

12 c. Landlords cannot deny tenancy for criminal history solely based on:

- 13 1. An arrest that did not result in conviction, except as provided under subsection b
14 above.
- 15 2. Participation in or completion of a diversion or deferral of judgment program.
- 16 3. A conviction that has been judicially dismissed, expunged, voided, or invalidated.
- 17 4. A conviction for a crime that is no longer illegal in the State of Washington.
- 18 5. A conviction or any other determination or adjudication issued through the juvenile
19 justice system.
- 20 6. A criminal conviction for misdemeanor offenses for which the dates of sentencing
21 are older than 3 years from the date of the application, excluding court-mandated
22 prohibitions that are present at the property for which the applicant has applied; or
23 7. A criminal conviction for a felony offense for which the dates of sentencing are
24 older than 7 years from the date of the application, excluding court-mandated
25 prohibitions that are present at the property for which the applicant has applied.

19 C. Financial Responsibility of Applicant. When there are multiple tenants who will reside in common
20 within a dwelling unit, the tenants may choose which adults will be the applicants financially responsible
21 for the dwelling unit and which will be tenants with no financial responsibility and considered just an
22 occupant of the dwelling.

- 21 1. A landlord may require the financially responsible applicant to demonstrate a monthly gross
22 income of up to three (3) times the amount of the monthly rent for the dwelling unit when
23 the monthly rent amount is below Fair Market Rents as published by the U.S. Department
24 of Housing and Urban Development (“HUD”).
- 25 2. A landlord may require a financially responsible applicant to demonstrate a monthly gross
26 income of up to 2.5 times the amount of the rent for the dwelling unit when the monthly
rent amount is at or above the Fair Market Rents as published annually by HUD.
- 3. For the purpose of this subsection, a landlord’s evaluation of an applicant’s income to rent
ratio must:
 - a. Include all income sources of a financially responsible applicant, including, but not
limited to, wages, rent assistance (non-governmental only), and monetary public



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benefits. The landlord may also choose to consider verifiable friend or family assistance.

b. Calculate the income to rent ratio based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the applicant;

c. Be based on the cumulative financial resources of all financially responsible applicants for the dwelling unit.

d. If an applicant does not meet the minimum income ratios as described herein, a landlord may require additional and documented security from a guarantor, or an additional security deposit. The landlord shall communicate this conditional approval to the applicant in writing and indicate the amount of the additional security. Applicant will have no less than 48 hours after the communication of conditional approval to accept or decline this opportunity.

e. If a landlord chooses to require additional documented security from a guarantor, the landlord may require the guarantor to demonstrate financial capacity. If the guarantor is a friend or family member, the landlord cannot require the guarantor to have income greater than 3 times the rent amount. The landlord may not require an applicant’s guarantor agreement to exceed the term of the tenant’s rental agreement.

4. Evaluating adult tenants who are not financially responsible. A landlord may screen an adult tenant who will reside with an applicant in a dwelling unit but who is not responsible for paying the rent, only for factors related to maintaining the property, and for conduct consistent with the health, safety or peaceful enjoyment of the premises by other residents or the landlord and to evaluate prospective occupants’ ability to comply with the landlord’s rules of residency. A landlord may not screen an occupant for financial responsibility.

1.95.037 Rental Agreement Regulations

A. Any rental agreement or renewal of a rental agreement in a residential unit entered into after the effective date of this section, shall be prohibited from:

1. Imposing penalties, whether designated as “additional rent” or fees, if a tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy.

2. Requiring forfeiture of all or any part of a deposit if the tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy; provided, that nothing in this Chapter 1.95 shall prevent a landlord from retaining all or a portion of a deposit as compensation for damage to the premises as provided by law and the rental agreement for failure to perform other obligations imposed by the rental agreement.

3. Requiring a tenant to pay rent electronically as outlined in RCW 59.18.063, as it currently exists or hereinafter amended.

4. Requiring a tenant to provide more than a 20-day notice to terminate tenancy, as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

5. Any illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

B. Any provision which waives or purports to waive any right, benefit or entitlement created by this chapter shall be deemed void and of no lawful force or effect.

C. Any rental agreement or renewal of a rental agreement for a dwelling unit entered into after the effective date of this subsection, shall include the provisions outlined in this subsection:

1. Describe the number of occupants allowed to occupy the unit as outlined in TMC 2.01.060.V, as it currently exists or hereinafter amended.

2. Describe uninhabitable spaces such as attics, basements, and garages that have not been properly permitted for occupancy.

3. Include the name and a physical address of the landlord, in addition to any rental portals or online tools to pay rent, make request for repairs, and file complaints. If the landlord does not reside in the state of Washington, there shall also a person who resides in the county who is



authorized to act as an agent for the purposes of service and process, as outlined in RCW 59.18.060(15).

1 4. Include a provision stating that when late fees may be assessed after rent becomes due, the
2 tenant may propose that the date rent is due be altered to a different date of the month.
3 Additionally, the provision shall specify that, according to RCW 59.18.170(3), a landlord shall
4 agree to such a proposal if it is submitted in writing and the tenant can demonstrate that their
5 primary source of income is a regular, monthly source of governmental assistance that is not
6 received until after the date rent is due in the rental agreement.

7 D. Use of last month's rent. If a landlord collects last month's rent from the tenant, the landlord must
8 apply such rent to the last month of tenancy, when notice to terminate is provided by either party. It
9 cannot be used for anything other than rent.

10 **1.95.040 Deposit requirements and installment payments permitted.**

11 A. Installment payments, generally.

12 Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or
13 last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security
14 deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and
15 nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's
16 dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy.
17 Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a
18 tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All
19 installment schedules must be in writing, signed by both parties.

20 B. Fixed-term tenancies for ~~three-six~~ months or longer.

21 For any rental agreement term that establishes a tenancy for ~~three-six~~ months or longer, the tenant may
22 elect to pay the security deposit and ~~non-refundable move-in fees,~~ and last month's rent, excluding any
23 payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for
24 the cost of obtaining a tenant screening report, in ~~three-six~~ consecutive, equal monthly installments that
25 begin at the inception of the tenancy.

26 C. Fixed-term tenancies from three to five months

For any rental agreement term that establishes a tenancy for three to five months, the tenant may elect to
pay the security deposit and non-refundable move-in 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.

D. Month-to-month tenancy 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 and ~~non-refundable move-in 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. For a month to month tenancy, a tenant may pay the last month's rent in 6 consecutive
months, in equal monthly installments. The first payment is due at the inception of the tenancy.

E. A tenant's failure to pay a security deposit, non-refundable move-in 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
14-day notice pursuant to RCW 59.12.030(3).

F. 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.



1 GF. No security deposit may be collected by a landlord unless the rental agreement is in writing and a
2 written checklist or statement specifically describing the condition and cleanliness of or existing damages
3 to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes,
4 furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The
5 checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be
6 provided with a copy of the signed checklist or statement.

3 HG. A landlord must place any required security deposit and any last month's rent in a trust account and
4 provide a written receipt and notice of the name, address, and location of the depository and any
5 subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

5 IH. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover
6 sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the
7 tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter
8 59.18 RCW.

7 J. Pet deposits.

8 A landlord shall not charge a tenant more than 25 percent of one month's rent as a deposit for pets. Any
9 deposit not used to repair damage by the pet shall be returned to the tenant upon termination of tenancy.

9 * * *

10 **1.95.060 Notice to increase rent requirements.**

11 A landlord may not increase rent except in accordance with this section.

12 A. A landlord is required to provide at least 120 days' ~~the minimum~~ written notice, ~~as outlined in~~
13 ~~Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended,~~ whenever the periodic or
14 monthly housing costs to be charged a tenant will increase by any amount charged the same tenant
15 for the same housing unit, except as provided by RCW 59.18.140(3)(b) as it exists or is hereinafter
16 amended.

15 B. Any notice of rent increase shall specify the percentage of the rent increase, the amount of the new
16 rent, and the date on which the increase becomes effective.

16 C. Any notice of a rent increase shall be served in accordance with RCW 59.12.040, Service of notice—
17 Proof of service, as it exists or as may be amended.

17 D. A landlord is required to provide a copy of a resource summary as outlined in TMC 1.95.030, when
18 the landlord provides a tenant a notice to increase rent.

18 E. No landlord shall issue a notice to increase rent unless the landlord has complied with the City
19 business license requirements pursuant to TMC 6B, including having an annual business license,
20 paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit
21 complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions
22 that endanger or impair health and safety of tenants.

20 **1.95.065 Late Fees.**

21 A. Any fees for late payment of rent shall be limited to 1.5 percent of the unpaid monthly rent, and not
22 to exceed \$75.00 per unpaid monthly rent. No other fees may be charged for late payment of rent,
23 including for the service of any notice required under state law, or any legal costs, including court
24 costs and attorneys' fees. Any rental agreement provision providing for such fees shall be deemed
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void. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

B. A landlord is required to provide the tenant with at least a quarterly written notice outlining late fees due and how the tenant can come into compliance with paying amounts due.

C. Notice of late fees must include detailed information regarding the month(s) for which a late fee is owed and a copy of an updated rent ledger and/or information to obtain updated information on online rent portal.

D. Any landlord who violates this section shall not be permitted to deduct any late fees from a tenant's security deposit or report the money owed to prospective landlord of the tenant.

E. Nothing in this chapter shall preclude the landlord from proceeding against a tenant to recover sums in the amount of the tenant's late fees for which the tenant is responsible together with reasonable attorneys' fees.

F. No late fees may be assessed on any non-rent charges.

1.95.070 Notice to vacate requirements.

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.

B. No landlord shall issue a notice to vacate unless the landlord has complied with the City business license requirements pursuant to TMC 6B, including having an annual business license, paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants.

CB. Requirement for notice to tenant when tenant displaced.

When a tenant is to be displaced, 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 and further comply with the Tenant Relocation Assistance requirements in TMC 1.95.080.B.

DE. Requirement for notice to tenant to terminate tenancy.

Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (C)(7) below and as otherwise provided in this subsection.

2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and

b. The landlord has provided the tenant before the end of the initial lease period at least 60 days' advance written notice ending the tenancy, served in a manner consistent with RCW 59.12.040.

3. If a landlord and tenant enter into a rental agreement for a specified period in which the tenancy by the terms of the rental agreement does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered



into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

1 b. The landlord has provided the tenant before the end of the specified period at least 60 days' advance
2 written notice that the tenancy will be deemed expired at the end of such specified period, served in a
manner consistent with RCW 59.12.040; and

3 c. The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point
4 since the inception of the tenancy.

5 4. For all other tenancies of a specified period not covered under (2) or (3) of this subsection, and for
6 tenancies of an indefinite period on a month-to-month or periodic basis, a landlord may not end the
tenancy except for the causes enumerated in subsection (C)(7) below. Upon the end date of the tenancy of
a specified period, the tenancy becomes a month-to-month tenancy.

7 5. Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in
8 compliance with the requirements in subsection (C)(7) below.

9 6. A tenant may end a tenancy for a specified time by providing notice in writing not less than 20 days
10 prior to the ending date of the specified time.

11 7. The following reasons listed in this subsection constitute cause pursuant to subsection (C)(1) of this
12 section:

13 a. When a tenant defaults in rent as outlined in RCW 59.18.650(2)(a), as it currently exists or is
14 hereinafter amended, the landlord may serve a 14 day comply or vacate notice.

15 b. When a tenant substantially breaches a material lease or a tenant obligation as imposed by law outlined
16 in RCW 59.18.650(2)(b), as it currently exists or is hereinafter amended, the landlord may serve a 10 day
17 comply or vacate notice.

18 c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal
19 activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as
20 outlined in RCW 59.18.650.2(c), as it currently exists or is hereinafter amended, the landlord may serve a
21 3 day notice to vacate.

22 d. When the owner or immediate family member wants to occupy the unit as their primary residence, as
23 outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended, provided that there is a
24 rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to
occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately
after the tenant vacated the unit pursuant to a notice to vacate using this subsection 4 as the cause for the
lease ending, the landlord may serve a 90 day notice to vacate.

25 e. When the owner elects to sell the dwelling unit, as outlined in RCW 59.18.610(2)(e), as it currently
26 exists or is hereinafter amended, the landlord may serve a 90 day notice to vacate.

f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day
advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).

g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a
conversion pursuant to RCW 64.34.440 or 64.90.655, as outlined in RCW 59.18.650(2)(g), and the
landlord served a 120 day advanced written notice.

h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as
outlined in TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the
landlord must serve a 30 day notice to vacate.

i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it
currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when
the landlord rents to four or more tenants in the same dwelling unit.



- 1 j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW
2 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to
3 vacate.
- 4 k. When he or she does not comply with signing a new rental agreement, as outlined in RCW
5 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice
6 to vacate.
- 7 l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their
8 application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is
9 hereinafter amended, the landlord must serve a 30 day notice to vacate.
- 10 m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it
11 currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.
- 12 n. When a tenant has committed four or more substantial breaches of rental period or lease agreement
13 within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is
14 hereinafter amended, the landlord must serve a 60 day notice to vacate.
- 15 o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of
16 application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the
17 landlord must serve a 60 day notice to vacate.
- 18 p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the
19 property owner, property manager, property employee, or another tenant, as outlined in RCW
20 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice
21 to vacate.
- 22 q. When a tenant does not comply with applying or signing a rental agreement after the original tenant
23 has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the
24 landlord must serve the tenant with a 30 day notice to apply or vacate.
- 25 **ED**. Notice requirements, generally.
 - 1. Notices provided in this section shall comply with RCW 59.12.040, as it exists or as hereinafter
26 amended.
 - 2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the
dwelling unit at the end of the month or period of tenancy.
 - 3. The notice shall list the name of the tenant and the dwelling unit number and stated reason for or
condition(s) justifying the termination of tenancy.
 - 4. 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.
- EE**. 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.
- EF**. The notices required herein do not apply when:
 - A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and
Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.



1.95.075 Defense related to certain evictions that would result in vacating between December 1 and March 1.

1 Except as provided in subsection D below, it is a defense to eviction if:

2 A. The eviction would result in the tenant having to vacate the housing unit at any time between
3 December 1 and March 1; and

4 B. The tenant household is a moderate-income household. "Moderate income household" means a
5 household whose income does not exceed Pierce County median income; and

6 C. The housing unit that the tenant would have to vacate is owned by a person who owns more than
7 twenty rental housing units in the City of Tacoma. For purposes of this subsection, "owns" includes
8 having an ownership interest in the housing units.

9 D. If the reason for termination of the tenancy is due to conditions described in subsections
10 1.95.070.C.7.d (owner intends to occupy), 1.95.070.C.7.e (owner intends to sell) provided that the tenant
11 was provided at least 90 days' written notice prior to the date set for vacating the unit, 1.95.070.C.7.h
12 (unit uninhabitable), 1.95.070.C.7.i (roommate to vacate), 1.95.C.7.o (fails to disclose sex offender
13 status), or due to occupancy limitations under Chapter 1 and 13 of the TMC, or if the reason for
14 termination is due to the tenant's failure to comply with a three-day or ten-day notice to vacate for a drug-
15 related activity nuisance pursuant to chapter 7.43 RCW or maintenance of an unlawful business or
16 conduct pursuant to RCW 59.12.030(5) or because the tenant's conduct has a substantial detrimental
17 impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building
18 or the owner, the eviction may occur as otherwise allowed by law.

1.95.085 Shared Housing Requirements:

19 A. Findings. Shared housing provides an affordable option for many kinds of people including students,
20 older adults, singles, and workers who make low wages. Costs stay low because someone rents a
21 private room but shares common areas such as a kitchen, bathroom, gathering spaces, and/or
22 bathroom. The City recognizes that shared housing has become a more common way to secure
23 housing but is also a tool to help prevent homelessness. The City has a responsibility to ensure that
24 housing is equitable, crimefree, and healthy. This section strives to ensure housing security for
25 current and future residents, healthy housing conditions, and reduce negative impacts on
26 neighborhoods.

B. Shared housing regulations.

1. Any rental agreement under this section must be in writing and in compliance with TMC
2. 1.95.037.

2. Any landlord or master lease holder renting to four or more tenants in a dwelling unit must have
3. separate rental agreements for each "habitable space." "Habitable space" is defined pursuant to
4. TMC 2.01.040.W and "is space in a structure for living, sleeping, eating, or cooking. Bathrooms,
5. toilet compartments, closets, halls, storage or utility space, and similar areas, are not considered
6. habitable space."

3. Master lease holder shall provide contact information for their subtenants to the property owner,
4. and must provide contact information of the property owner to their subtenants.

C. For any rental agreement with a master lease, landlord and the master lease holder must comply with
the following:

1. Landlord and master lease holder must both be in compliance with subsection B.

2. Landlord and master lease holder must investigate any complaints from City of Tacoma, Tacoma
3. Police Department, neighbors, and/or Neighborhood Councils, related to the rental property
4. causing a nuisance, drug or gang activity, and terminate tenancy if appropriate.

3. Landlord must serve any notices outlined in TMC 1.95.070.C to master lease holder and provide
4. enough copies for the maximum number of residents as allowed under TMC 2.01.060.V and W,
5. and served in accordance with RCW 59.12.040 and TMC 1.95.030.C.

4. After being served notice under TMC 1.95.070.C, the master lease holder must serve copies to
5. the subtenants in accordance with -RCW 59.12.040 and TMC 1.95.030.C. If the master lease



holder fails to provide a notice to terminate a subtenancy, the landlord shall still be entitled to pursue an unlawful detainer action against the subtenants if necessary, provided that any subtenants who will be evicted as a result of the unlawful detainer action will be entitled to reside at the premises for an additional thirty (30) days following the date the writ of restitution is issued, or as ordered by court.

1.95.090 Compliance and enforcement.

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.
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 lawful rights to organize.
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). A landlord shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the landlord can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, a landlord may not evict a tenant if:
 - a) the landlord does not have a City annual business license as required by TMC 6B.20.010 and has not complied with the requirement of registering each dwelling unit with the City of Tacoma and certification that each dwelling unit complies with RCW 59.18.060, as it exists or as hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants;
 - b) the landlord or master lease holder has failed to comply with subsection TMC 1.95.070.C as required and the reason for terminating the tenancy is that the tenancy ended at the expiration of a specified term or period, except as provided by TMC 1.95.085.C.4;-or
 - c) any violation of any notices required by TMC 1.95.070 exists. Lack of such notice shall provide the tenant with a defense to an unlawful detainer action.

~~4. 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:

- (1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, 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; or
- (2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.

~~b. 5.~~ 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.

~~4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended, or requires a tenant to provide more than a 20-day notice to terminate tenancy, is subject to civil penalties.~~

~~5.6.~~ 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.

B. Rebuttable Presumption.

1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, and within 90 days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate



or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the 120-day notice to terminate requirement in TMC 1.95.070.B.

2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that either the termination was due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.

C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of final rules and regulations.

2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

3. The Director is authorized to request records from landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

D. Notice of Violation.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of Violation shall include:

a. The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;

b. A description of the violation and a reference to the provisions of this chapter which have been violated;

c. A description of the action required to comply with the provisions of this chapter;

d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the City Clerk no later than ten days after the Notice of Violation has been issued;

e. A statement that penalties will accrue as provided in this chapter;

f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to conciliate.

2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of Violation is issued by personal delivery or first-class mail.

E. Civil Penalties.

1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

a. For a violation of Distribution of information required (TMC 1.95.030), Deposit requirements and installment payments (TMC 1.95.040), Notice requirement generally (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), [or Late Fees \(TMC 1.95.065\)](#), [Defense to Eviction \(TMC 1.95.075\)](#) a landlord shall be subject to the following penalties:

(1) For the first violation for each affected dwelling unit, \$500; and

(2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.

b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance (TMC 1.95.080), Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090.A.4), [Rental agreement regulations \(TMC 1.95.037\)](#), [Tenant Screening \(TMC 1.95.035\)](#), [Shared Housing](#)



(TMC 1.95.085), a landlord or master lease holder if appropriate, shall be subject to the following penalties:

1 (1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per
2 day, per dwelling unit;

3 (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500
4 per day, per dwelling unit.

5 3. If the tenants have already relocated, but a violation of the notices required pursuant to Section
6 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating
7 any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for
8 which the violation occurred.

9 4. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of
10 the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful
11 neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation
12 outlined above, the Director may issue a Penalty that shall be \$1,000.

13 5. Any civil penalties paid by the landlord shall be kept by the City.

14 F. Administrative Review by Director.

15 1. General.

16 A person to whom a Notice of Violation or penalty is assessed may request an administrative review of
17 the Notice of Violation or penalty.

18 2. How to request administrative review.

19 A person may request an administrative review of the Notice of Violation or penalty by filing a written
20 request with the Director within ten days from the date the Notice of Violation or penalty was issued. The
21 request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty.
22 Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt
23 of the request for administrative review, the Director shall review the information provided. The City has
24 the burden to prove a violation exists by a preponderance of the evidence.

25 3. Decision of Director.

26 After considering all of the information provided, the Director shall determine whether a violation has
occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's
decision shall be delivered, in writing, to the person to whom the notice of violation was issued by
personal delivery or first class mail.

G. Appeals to the Hearing Examiner of Director's Decision.

Appeal of the Director's decision shall be made within ten days from the date of the Director's decision
by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the
Hearing Examiner, which appeal shall be governed by TMC 1.23.



SUBSTITUTE NO. 3
ORDINANCE NO. 28894

1 BY REQUEST OF ~~MAYOR WOODARDS, DEPUTY MAYOR WALKER, AND~~
2 COUNCIL MEMBERS ~~S HINES AND USHKA~~ BUSHNELL

3 AN ORDINANCE amending chapter 1.95 of the Municipal Code, relating to the
4 “Rental Housing Code,” to require landlords to comply with health and
5 safety laws; have a City business license before increasing rent or
6 evicting tenants; set limits on late fees for rent and on pet deposits;
7 require 120-day notice to raise rent; add new regulations for shared
8 housing; and standardize screening criteria for the amount of tenant
9 income required to qualify for housing, for reviewing a tenant’s criminal
10 history, and acceptable identification.

11 WHEREAS this recommendation is based on five years of administering
12 the Rental Housing Code (“RHC”), ongoing engagements with the RHC
13 Stakeholder Advisory Group, targeted community outreach efforts conducted in
14 the spring of 2023, and a year of engagement with the Community Vitality and
15 Safety Committee (“CVS”), and

16 WHEREAS initial work to develop the RHC began in the spring of 2018,
17 and the RHC Stakeholder Advisory Group was also formed at this time; the
18 RHC was formally adopted on November 20, 2018, and went into effect on
19 February 1, 2019, and

20 WHEREAS in March 2021, staff and the RHC Stakeholder Advisory
21 Group began work on updates to the RHC, including just cause eviction (“JCE”)
22 standards and the current proposed changes; the JCE standards were adopted
23 on September 21, 2021, and

24 WHEREAS, staff returned to CVS on July 28, 2022, and again on
25 October 27, 2022, to discuss the proposed changes, and after receiving
26 committee feedback, staff conducted additional City Council engagement to



1 explain the proposed changes and began developing the community engagement
2 plan, and

3 WHEREAS since the outreach efforts on current code updates, a community
4 initiative has recently been filed to address items covered by, or that which would
5 impact, the RHC, and
6

7 WHEREAS throughout May of 2023, City Council sponsors including Mayor
8 Woodards, Deputy Mayor Walker, and Council Members Hines and Ushka, met
9 with signature gatherers to better understand the community proposal, and
10 following these meetings, the sponsors worked with RHC staff to further develop
11 recommended protections that have been shared with the CVS committee on
12 May 25, 2023, and with the full City Council at its study session on June 13 and 20,
13 2023, and
14

15 WHEREAS the proposed changes were developed by City staff in
16 partnership with the RHC Stakeholder Advisory Group, who represent a diverse
17 set of community members, including tenant advocates, landlord representatives,
18 nonprofit housing providers, local government agencies, and relevant City offices,
19 and
20

21 WHEREAS upon drafting the initial proposals, staff conducted a community
22 survey resulting in 1,270 responses from tenants, landlords, and property managers,
23 and hosted five community meetings with approximately 200 total attendees, to
24 discuss the proposed changes, and
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WHEREAS after completing the community outreach, several proposed changes were amended after further consultation with the RHC Stakeholder Advisory Group, City Council, and Tacoma 4 All organizers, and

WHEREAS the City of Tacoma is prioritizing the affordable housing crises and deed-restricted affordable housing as a mechanism for guaranteeing the long-term affordability of units, and

WHEREAS providing parity between deed-restricted affordable housing units and other low-income or subsidized units will help the City's affordable housing providers continue safely operating and maintaining existing units, and continue building badly needed new affordable housing stock in the City, and

WHEREAS this legislation will strengthen protections for tenants, who disproportionately represent lower-income levels in the City, and provide additional guidance and standards to landlords and property managers, and

WHEREAS by strengthening renter protections, the City will increase housing stability for low-income Tacoma renters by alleviating displacement pressures and reducing the number who are cost-burdened and improving the quality of life as more residents are housed, and help to support a more robust rental market that is competitive and safe for both renters and landlords, making the City a more desirable market for people who may look to relocate to the City over other jurisdictions; Now, Therefore,



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BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That Chapter 1.95 of the Tacoma Municipal Code (“TMC”), relating to the “Rental Housing Code,” is hereby amended, to read as set forth in the attached Exhibit “A.”

Section 2. That the City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

CHAPTER 1.95
RENTAL HOUSING CODE

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Sections:

- 1.95.010 Purpose and Intent.
- 1.95.020 Definitions.
- 1.95.030 Distribution of information required.
- [1.95.035 Tenant Screening.](#)
- [1.95.037 Rental Agreement Regulations.](#)
- 1.95.040 Deposit requirements and installment payments permitted.
- 1.95.050 Notice requirement generally—reasonable accommodation request.
- 1.95.060 Notice to increase rent requirements.
- [1.95.065 Late Fees.](#)
- 1.95.070 Notice to vacate requirements.
- 1.95.080 Tenant relocation assistance.
- [1.95.085 Shared housing requirements.](#)
- 1.95.090 Compliance and enforcement.
- 1.95.100 Severability.

* * *

1.95.020 Definitions.

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

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use; conversion from one type residential use to another type residential use, such as a conversion to a retirement home, emergency shelter, transient hotel, or short-term rental as defined in Tacoma Municipal Code (“TMC”) 13.06.700; the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” are provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means the destruction of premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights, or the Director’s designee.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

“Dwelling unit” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.



1 “Immediate family member” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

2 “Landlord” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

3
4 “Master Lease holder” is person who has a rental agreement with the landlord of a dwelling unit with the intent of renting the dwelling unit, or a portion thereof, to one or more subtenants.

5 “Master Lease” is a rental agreement between a landlord renting a dwelling unit to a master lease holder.

6 “Non-refundable move-in fees” means non-refundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

7 “Owner” means one or more persons, or entities, jointly or severally, in whom is vested:

8 A. All or any part of the legal title to property; or

9 B. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

10 “Rent” or “rental amount” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. Except as provided in RCW 59.18.283(3), these terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees.

11 “Rental agreement” or lease is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

12 “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.

13 “Security deposit” does not include a fee.

14 “Shared housing” means “group housing” as defined in TMC 13.01.060.G, and includes when a tenant rents a private room or shared room in a dwelling unit but shares common areas such as a kitchen, gathering spaces, and/or bathroom with other tenants.

15 “Substantial rehabilitation” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

16 “Subtenant” is a person who rents a dwelling or part of a dwelling unit from someone who is renting it from the landlord.

17 “Tenant” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

18 **1.95.030 Distribution of information required.**

19 A. Distribution of resources by landlord.

20 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 information on a tenant’s right to pay security deposits, non-refundable move-in fees and last month’s rent in installments, once created by the City, and with a City of Tacoma informational website address designated by the City for the purpose of



1 providing information about the property and its landlord, which may include, but is not limited to, local
2 code enforcement information relating to properties within City limits, findings or settlements related to
3 housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a
4 website address for the Washington Secretary of State for the purpose of providing information on how to
5 register to vote or change their address, if the individual is already registered to vote.

6 2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord
7 shall provide the prospective tenant a paper copy of the property and landlord information that can be
8 found on the website identified above.

9 B. Distribution of information packets by landlord.

10 1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings
11 and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful
12 Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies
13 of landlords and tenants, including information about legal resources available to tenants.

14 2. A landlord shall provide a form, created by the City, to the tenant to request to pay security deposits,
15 non-refundable move-in fees and last month's rent in installments.

16 3.2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or
17 prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or
18 renewal agreement.

19 4.3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries
20 described herein, either before entering into the oral rental agreement or as soon as reasonably possible
21 after entering into the oral rental agreement.

22 5.4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the
23 City, distribute current copies of the summaries to existing tenants.

24 6.5. The initial distribution of information to tenants must be in written form and landlords shall obtain the
25 tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a
26 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,
and may do so in electronic form unless a tenant otherwise requests written summaries.

7.6. 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.

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.

1.95.035 Tenant Screening

A. A landlord may screen potential tenants and additional occupants of the rental unit based upon their
own screening practice. A landlord must comply with the requirements of RCW 59.18.257 and not have
any discriminatory policies used in screening for tenancy. This section strives to prevent screening policies
that can be deemed to be discriminatory or lead to homelessness.

B. Social Security Number Requirement.

1. No landlord shall require that any tenant, prospective tenant, occupant, or prospective
occupant of rental property provide a social security number for any reason. Alternative proof of



financial eligibility such as portable screening reports, or other proof of income must be accepted, where available, if offered by the tenant.

2. Nothing in this section shall prohibit a landlord from either: (i) complying with any legal obligation under federal law, or (ii) requesting information or documentation necessary to determine or verify the financial qualifications of a prospective tenant, or to determine or verify the identity of a prospective tenant or prospective occupant. However, if the landlord requests a social security number for verifying financial qualifications, other documentation sufficient to verify financial qualifications must also be accepted, such as, portable screening reports, Individual Taxpayer Identification Number (ITIN) or other proof of income. If a person is offering alternative means, the landlord must offer the same rental agreement terms to the applicant as if a social security number was provided.

3. Criminal History.

a. No landlord shall have a blanket ban on renting to anyone who has a previous felony conviction or arrest record. Instead, they must conduct an individual assessment of a tenant's criminal history such as the type and severity of the offense and how long ago the offense occurred.

b. Landlords can deny tenancy for criminal history based on a pending charge or conviction of any of the following:

1. Sex Offenses under RCW 9A.44
2. Violent offense under RCW 9.94A.030, against landlord, employees, or other tenants
3. Arson under RCW 9A.48
4. Manufacturing, sale, or distribution of controlled substance under RCW 69.50, or Use of Buildings for Unlawful Drugs under RCW 69.53.

c. Landlords cannot deny tenancy for criminal history solely based on:

1. An arrest that did not result in conviction, except as provided under subsection b above.
2. Participation in or completion of a diversion or deferral of judgment program.
3. A conviction that has been judicially dismissed, expunged, voided, or invalidated.
4. A conviction for a crime that is no longer illegal in the State of Washington.
5. A conviction or any other determination or adjudication issued through the juvenile justice system.
6. A criminal conviction for misdemeanor offenses for which the dates of sentencing are older than 3 years from the date of the application, excluding court-mandated prohibitions that are present at the property for which the applicant has applied; or
7. A criminal conviction for a felony offense for which the dates of sentencing are older than 7 years from the date of the application, excluding court-mandated prohibitions that are present at the property for which the applicant has applied.

C. Financial Responsibility of Applicant. When there are multiple tenants who will reside in common within a dwelling unit, the tenants may choose which adults will be the applicants financially responsible for the dwelling unit and which will be tenants with no financial responsibility and considered just an occupant of the dwelling.

1. A landlord may require the financially responsible applicant to demonstrate a monthly gross income of up to three (3) times the amount of the monthly rent for the dwelling unit when the monthly rent amount is below Fair Market Rents as published by the U.S. Department of Housing and Urban Development ("HUD").
2. A landlord may require a financially responsible applicant to demonstrate a monthly gross income of up to 2.5 times the amount of the rent for the dwelling unit when the monthly rent amount is at or above the Fair Market Rents as published annually by HUD.
3. For the purpose of this subsection, a landlord's evaluation of an applicant's income to rent ratio must:
 - a. Include all income sources of a financially responsible applicant, including, but not limited to, wages, rent assistance (non-governmental only), and monetary public



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benefits. The landlord may also choose to consider verifiable friend or family assistance.

b. Calculate the income to rent ratio based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the applicant;

c. Be based on the cumulative financial resources of all financially responsible applicants for the dwelling unit.

d. If an applicant does not meet the minimum income ratios as described herein, a landlord may require additional and documented security from a guarantor, or an additional security deposit. The landlord shall communicate this conditional approval to the applicant in writing and indicate the amount of the additional security. Applicant will have no less than 48 hours after the communication of conditional approval to accept or decline this opportunity.

e. If a landlord chooses to require additional documented security from a guarantor, the landlord may require the guarantor to demonstrate financial capacity. If the guarantor is a friend or family member, the landlord cannot require the guarantor to have income greater than 3 times the rent amount. The landlord may not require an applicant’s guarantor agreement to exceed the term of the tenant’s rental agreement.

4. Evaluating adult tenants who are not financially responsible. A landlord may screen an adult tenant who will reside with an applicant in a dwelling unit but who is not responsible for paying the rent, only for factors related to maintaining the property, and for conduct consistent with the health, safety or peaceful enjoyment of the premises by other residents or the landlord and to evaluate prospective occupants’ ability to comply with the landlord’s rules of residency. A landlord may not screen an occupant for financial responsibility.

1.95.037 Rental Agreement Regulations

A. Any rental agreement or renewal of a rental agreement in a residential unit entered into after the effective date of this section, shall be prohibited from:

1. Imposing penalties, whether designated as “additional rent” or fees, if a tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy.

2. Requiring forfeiture of all or any part of a deposit if the tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy; provided, that nothing in this Chapter 1.95 shall prevent a landlord from retaining all or a portion of a deposit as compensation for damage to the premises as provided by law and the rental agreement for failure to perform other obligations imposed by the rental agreement.

3. Requiring a tenant to pay rent electronically as outlined in RCW 59.18.063, as it currently exists or hereinafter amended.

4. Requiring a tenant to provide more than a 20-day notice to terminate tenancy, as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

5. Any illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

B. Any provision which waives or purports to waive any right, benefit or entitlement created by this chapter shall be deemed void and of no lawful force or effect.

C. Any rental agreement or renewal of a rental agreement for a dwelling unit entered into after the effective date of this subsection, shall include the provisions outlined in this subsection:

1. Describe the number of occupants allowed to occupy the unit as outlined in TMC 2.01.060.V, as it currently exists or hereinafter amended.

2. Describe uninhabitable spaces such as attics, basements, and garages that have not been properly permitted for occupancy.

3. Include the name and a physical address of the landlord, in addition to any rental portals or online tools to pay rent, make request for repairs, and file complaints. If the landlord does not reside in the state of Washington, there shall also a person who resides in the county who is



authorized to act as an agent for the purposes of service and process, as outlined in RCW 59.18.060(15).

1 4. Include a provision stating that when late fees may be assessed after rent becomes due, the
2 tenant may propose that the date rent is due be altered to a different date of the month.
3 Additionally, the provision shall specify that, according to RCW 59.18.170(3), a landlord shall
4 agree to such a proposal if it is submitted in writing and the tenant can demonstrate that their
5 primary source of income is a regular, monthly source of governmental assistance that is not
6 received until after the date rent is due in the rental agreement.

7 D. Use of last month's rent. If a landlord collects last month's rent from the tenant, the landlord must
8 apply such rent to the last month of tenancy, when notice to terminate is provided by either party. It
9 cannot be used for anything other than rent.

10 **1.95.040 Deposit requirements and installment payments permitted.**

11 A. Installment payments, generally.

12 Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or
13 last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security
14 deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and
15 nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's
16 dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy.
17 Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a
18 tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All
19 installment schedules must be in writing, signed by both parties.

20 B. Fixed-term tenancies for ~~three-six~~ months or longer.

21 For any rental agreement term that establishes a tenancy for ~~three-six~~ months or longer, the tenant may
22 elect to pay the security deposit and ~~non-refundable move-in fees, and last month's rent~~, excluding any
23 payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for
24 the cost of obtaining a tenant screening report, in ~~three-six~~ consecutive, equal monthly installments that
25 begin at the inception of the tenancy.

26 C. Fixed-term tenancies from three to five months

For any rental agreement term that establishes a tenancy for three to five months, the tenant may elect to
pay the security deposit and ~~non-refundable move-in 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.

D. ~~Month-to-month tenancy 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 and ~~non-refundable move-in 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. For a month to month tenancy, a tenant may pay the last month's rent in 6 consecutive
months, in equal monthly installments. The first payment is due at the inception of the tenancy.

~~E.~~ A tenant's failure to pay a security deposit, non-refundable move-in 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
14-day notice pursuant to RCW 59.12.030(3).

~~F.~~ 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.



1 GF. No security deposit may be collected by a landlord unless the rental agreement is in writing and a
2 written checklist or statement specifically describing the condition and cleanliness of or existing damages
3 to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes,
4 furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The
5 checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be
6 provided with a copy of the signed checklist or statement.

3 HG. A landlord must place any required security deposit and any last month's rent in a trust account and
4 provide a written receipt and notice of the name, address, and location of the depository and any
5 subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

5 IH. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover
6 sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the
7 tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter
8 59.18 RCW.

7 J. Pet deposits.

8 A landlord shall not charge a tenant more than 25 percent of one month's rent as a deposit for pets. Any
9 deposit not used to repair damage by the pet shall be returned to the tenant upon termination of tenancy.

9 * * *

10 **1.95.060 Notice to increase rent requirements.**

11 A landlord may not increase rent except in accordance with this section.

12 A. A landlord is required to provide at least 120 days' the minimum written notice , as outlined in
13 Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or
14 monthly housing costs to be charged a tenant will increase by any amount charged the same tenant
15 for the same housing unit, except as provided by RCW 59.18.140(3)(b) as it exists or is hereinafter
16 amended for subsidized tenancies and for deed-restricted affordable housing. For purposes of this
17 subsection "deed restricted affordable housing" means real estate that is required to be used as
18 affordable housing for a period of time of at least thirty (30) years pursuant to a restrictive covenant
19 or similar enforceable, recorded instrument, with income targets that are no higher than 80 percent of
20 area median income.

16 B. Any notice of rent increase shall specify the percentage of the rent increase, the amount of the new
17 rent, and the date on which the increase becomes effective.

17 C. Any notice of a rent increase shall be served in accordance with RCW 59.12.040, Service of notice—
18 Proof of service, as it exists or as may be amended.

18 D. A landlord is required to provide a copy of a resource summary as outlined in TMC 1.95.030, when
19 the landlord provides a tenant a notice to increase rent.

19 E. No landlord shall issue a notice to increase rent unless the landlord has complied with the City
20 business license requirements pursuant to TMC 6B, including having an annual business license,
21 paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit
22 complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions
23 that endanger or impair health and safety of tenants.

22 **1.95.065 Late Fees.**

23 A. Any fees for late payment of rent shall be limited to 1.5 percent of the unpaid monthly rent, and not
24 to exceed \$75.00 per unpaid monthly rent. No other fees may be charged for late payment of rent,
25 including for the service of any notice required under state law, or any legal costs, including court
26 costs and attorneys' fees. Any rental agreement provision providing for such fees shall be deemed



void. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

B. A landlord is required to provide the tenant with at least a quarterly written notice outlining late fees due and how the tenant can come into compliance with paying amounts due.

C. Notice of late fees must include detailed information regarding the month(s) for which a late fee is owed and a copy of an updated rent ledger and/or information to obtain updated information on online rent portal.

D. Any landlord who violates this section shall not be permitted to deduct any late fees from a tenant's security deposit or report the money owed to prospective landlord of the tenant.

E. Nothing in this chapter shall preclude the landlord from proceeding against a tenant to recover sums in the amount of the tenant's late fees for which the tenant is responsible together with reasonable attorneys' fees.

F. No late fees may be assessed on any non-rent charges.

1.95.070 Notice to vacate requirements.

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.

B. No landlord shall issue a notice to vacate unless the landlord has complied with the City business license requirements pursuant to TMC 6B, including having an annual business license, paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants.

CB. Requirement for notice to tenant when tenant displaced.

When a tenant is to be displaced, 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 and further comply with the Tenant Relocation Assistance requirements in TMC 1.95.080.B.

DE. Requirement for notice to tenant to terminate tenancy.

Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (C)(7) below and as otherwise provided in this subsection.

2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and

b. The landlord has provided the tenant before the end of the initial lease period at least 60 days' advance written notice ending the tenancy, served in a manner consistent with RCW 59.12.040.

3. If a landlord and tenant enter into a rental agreement for a specified period in which the tenancy by the terms of the rental agreement does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered



into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

1 b. The landlord has provided the tenant before the end of the specified period at least 60 days' advance
2 written notice that the tenancy will be deemed expired at the end of such specified period, served in a
manner consistent with RCW 59.12.040; and

3 c. The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point
4 since the inception of the tenancy.

5 4. For all other tenancies of a specified period not covered under (2) or (3) of this subsection, and for
6 tenancies of an indefinite period on a month-to-month or periodic basis, a landlord may not end the
tenancy except for the causes enumerated in subsection (C)(7) below. Upon the end date of the tenancy of
a specified period, the tenancy becomes a month-to-month tenancy.

7 5. Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in
8 compliance with the requirements in subsection (C)(7) below.

9 6. A tenant may end a tenancy for a specified time by providing notice in writing not less than 20 days
10 prior to the ending date of the specified time.

11 7. The following reasons listed in this subsection constitute cause pursuant to subsection (C)(1) of this
12 section:

13 a. When a tenant defaults in rent as outlined in RCW 59.18.650(2)(a), as it currently exists or is
14 hereinafter amended, the landlord may serve a 14 day comply or vacate notice.

15 b. When a tenant substantially breaches a material lease or a tenant obligation as imposed by law outlined
16 in RCW 59.18.650(2)(b), as it currently exists or is hereinafter amended, the landlord may serve a 10 day
17 comply or vacate notice.

18 c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal
19 activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as
20 outlined in RCW 59.18.650.2(c), as it currently exists or is hereinafter amended, the landlord may serve a
21 3 day notice to vacate.

22 d. When the owner or immediate family member wants to occupy the unit as their primary residence, as
23 outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended, provided that there is a
24 rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to
occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately
after the tenant vacated the unit pursuant to a notice to vacate using this subsection 4 as the cause for the
lease ending, the landlord may serve a 90 day notice to vacate.

25 e. When the owner elects to sell the dwelling unit, as outlined in RCW 59.18.610(2)(e), as it currently
26 exists or is hereinafter amended, the landlord may serve a 90 day notice to vacate.

f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day
advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).

g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a
conversion pursuant to RCW 64.34.440 or 64.90.655, as outlined in RCW 59.18.650(2)(g), and the
landlord served a 120 day advanced written notice.

h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as
outlined in TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the
landlord must serve a 30 day notice to vacate.

i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it
currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when
the landlord rents to four or more tenants in the same dwelling unit.



1 j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

2 k. When he or she does not comply with signing a new rental agreement, as outlined in RCW 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

3 l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

4 m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

5 n. When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

6 o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

7 p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant, as outlined in RCW 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice to vacate.

8 q. When a tenant does not comply with applying or signing a rental agreement after the original tenant has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the landlord must serve the tenant with a 30 day notice to apply or vacate.

9 **ED**. Notice requirements, generally.

10 1. Notices provided in this section shall comply with RCW 59.12.040, as it exists or as hereinafter amended.

11 2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the dwelling unit at the end of the month or period of tenancy.

12 3. The notice shall list the name of the tenant and the dwelling unit number and stated reason for or condition(s) justifying the termination of tenancy.

13 4. 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.

14 **EE**. Tenant meeting.

15 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.

16 **GF**. The notices required herein do not apply when:

17 A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.

18 ***



1.95.080 Tenant relocation assistance.

1 A. Tenant relocation assistance for condemned or unlawful dwelling.

2 Landlords are required to comply with the relocation assistance and related requirements pursuant to
3 RCW 59.18.085, Rental of condemned or unlawful dwelling – Tenant’s remedies – Relocation assistance
4 – Penalties.

5 B. Tenant relocation assistance for low-income tenants when residential property demolished,
6 substantially rehabilitated, or upon the change of use.

7 1. When tenant relocation assistance applies.

8 This section shall apply to low-income tenants when a notice is required under TMC 1.95.070.B, except
9 as otherwise expressly required by state or federal law, and with the exception of displacement of tenants
10 from the following:

11 a. Any dwelling unit demolished or vacated because of damage caused by an event beyond the landlord’s
12 control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste,
13 natural disaster, or other destruction;

14 b. Any dwelling unit ordered vacated or demolished pursuant to TMC 2.01.050, Minimum Building and
15 Structures Code, because of damage within the landlord’s control;

16 c. Any dwelling unit owned or managed by the Tacoma Housing Authority **or held as deed-restricted
17 affordable housing. For purposes of this subsection “deed restricted affordable housing” means real estate
18 that is required to be used as affordable housing for a period of time of at least thirty (30) years pursuant
19 to a restrictive covenant or similar enforceable, recorded instrument, with income targets that are no
20 higher than 80 percent of area median income.**

21 d. Any dwelling unit located inside the boundaries of a major educational institution which is owned by
22 the institution and which is occupied by students, faculty, or staff of the institution;

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

25 f. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not
26 such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated
by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

2. Tenant Relocation Information Packet.

When a landlord intends to displace a tenant, prior to the landlord providing the notice outlined in TMC
1.95.070.B, the landlord shall obtain from the City one Tenant Relocation Information Packet for each
dwelling unit where tenants will be displaced. The Tenant Relocation Information Packet shall contain
the following:

a. A Relocation Assistance Certification Form with instructions for its submission to the Director; and

b. A description of the relocation benefits potentially available to eligible tenants.

3. Delivery of Tenant Relocation Information Packet.

When a landlord serves the notice required under TMC 1.95.070.B, the landlord shall also deliver a
Tenant Relocation Information Packet to each dwelling unit where the tenants will be displaced.

4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord shall
provide the Director with a list of names of the legal tenants and number of dwelling units for the
dwelling units at issue.

5. Tenant eligibility for relocation assistance.

Low income tenants who are parties to a rental agreement for the dwelling unit may be eligible for
relocation assistance only if the tenant to be displaced resides in a dwelling unit at issue when the



landlord delivers the Tenant Relocation Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in Pierce County.

6. Tenant income verification.

a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the legal occupants of the dwelling unit for the previous calendar year, the total combined income of all of the adult occupants for the current calendar year, and any other information that the Director may require to determine eligibility for this program. A tenant who, with good cause, is unable to return the certification form within 20 days may, within 20 days after the date of delivery of the Tenant Relocation Information Packet, submit to the Director a written request for an extension of time which details the facts supporting the claim of “good cause.” If the request is submitted within the 20-day period and the facts constitute good cause in accordance with rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance Certification Form may be extended by the Director another 20 days. The Director shall review the request and notify the tenant and landlord if an extension has been granted within ten business days.

b. If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance.

c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance Certification Form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

7. Relocation assistance verification.

Within 14 days of the Director’s receipt of the signed Relocation Assistance Certification Forms from all tenants who are parties to a rental agreement in a dwelling unit, or within 14 days of the expiration of the same tenants’ 20-day period for submitting signed Relocation Assistance Certification Forms to the Director, whichever occurs first, the Director shall send to each dwelling unit household who submitted a signed certification form and to the landlord, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the dwelling unit’s certification form indicates eligibility for relocation assistance.

8. Relocation assistance payments.

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

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

c. A tenant may be eligible to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken as outlined herein, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.



1 d. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation
2 assistance. The Director shall notify the landlord obligated to pay such relocation assistance of the
3 request. Within 21 days after submission of the tenants' request to the Director, the landlord and the City
4 shall provide eligible tenants who will be displaced with their portion of the relocation assistance. A
5 landlord must submit written proof to the City that it provided the eligible tenants with the required
6 payment within five business days of such payment.

7 9. Appeal.

8 a. Either the tenant or the landlord may file an appeal with the Hearing Examiner, pursuant to TMC
9 Chapter 1.23, of the Director's determination of the tenant's eligibility for relocation assistance or to
10 resolve a dispute between the parties relating to unlawful detainer actions during relocation. An appeal
11 regarding eligibility for relocation assistance shall be filed within ten days after the landlord or tenant
12 receives the Director's notice of tenant eligibility. All requests for an appeal shall be in writing and shall
13 clearly state specific objections and the relief sought, and shall be filed with the City Clerk. A record shall
14 be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The
15 Hearing Examiner shall issue a decision within 30 days of a request for a hearing by either the tenant or
16 landlord.

17 b. Judicial review of an administrative hearing decision relating to relocation assistance may be made by
18 filing a petition in Pierce County Superior Court within ten days of the Hearing Examiner's decision.
19 Judicial review shall be confined to the record of the administrative hearing and the court may reverse the
20 decision only if the administrative findings, inferences, conclusions, or decision is:

- 21 (1) In violation of constitutional provisions;
22 (2) In excess of the authority or jurisdiction of the administrative hearing officer;
23 (3) Made upon unlawful procedure or otherwise is contrary to law; or
24 (4) Arbitrary and capricious.

25 10. If the City makes no appropriation to support this relocation assistance program in this subsection
26 TMC 1.95.080.B, then neither the landlord nor the City shall be subject to the relocation assistance
requirements for low-income tenants, and tenants shall not be entitled to relocation assistance as
otherwise provided.

1.95.085 Shared Housing Requirements:

19 A. Findings. Shared housing provides an affordable option for many kinds of people including students,
20 older adults, singles, and workers who make low wages. Costs stay low because someone rents a
21 private room but shares common areas such as a kitchen, bathroom, gathering spaces, and/or
22 bathroom. The City recognizes that shared housing has become a more common way to secure
23 housing but is also a tool to help prevent homelessness. The City has a responsibility to ensure that
24 housing is equitable, crimefree, and healthy. This section strives to ensure housing security for
25 current and future residents, healthy housing conditions, and reduce negative impacts on
26 neighborhoods.

B. Shared housing regulations.

1. Any rental agreement under this section must be in writing and in compliance with TMC
2. Any landlord or master lease holder renting to four or more tenants in a dwelling unit must have
separate rental agreements for each "habitable space." "Habitable space" is defined pursuant to
TMC 2.01.040.W and "is space in a structure for living, sleeping, eating, or cooking. Bathrooms,
toilet compartments, closets, halls, storage or utility space, and similar areas, are not considered
habitable space."



3. Master lease holder shall provide contact information for their subtenants to the property owner, and must provide contact information of the property owner to their subtenants.

C. For any rental agreement with a master lease, landlord and the master lease holder must comply with the following:

1. Landlord and master lease holder must both be in compliance with subsection B.
2. Landlord and master lease holder must investigate any complaints from City of Tacoma, Tacoma Police Department, neighbors, and/or Neighborhood Councils, related to the rental property causing a nuisance, drug or gang activity, and terminate tenancy if appropriate.
3. Landlord must serve any notices outlined in TMC 1.95.070.C to master lease holder and provide enough copies for the maximum number of residents as allowed under TMC 2.01.060.V and W, and served in accordance with RCW 59.12.040 and TMC 1.95.030.C.
4. After being served notice under TMC 1.95.070.C, the master lease holder must serve copies to the subtenants in accordance with RCW 59.12.040 and TMC 1.95.030.C. If the master lease holder fails to provide a notice to terminate a subtenancy, the landlord shall still be entitled to pursue an unlawful detainer action against the subtenants if necessary, provided that any subtenants who will be evicted as a result of the unlawful detainer action will be entitled to reside at the premises for an additional thirty (30) days following the date the writ of restitution is issued, or as ordered by court.

1.95.090 Compliance and enforcement.

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.
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 lawful rights to organize.
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). A landlord shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the landlord can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, a landlord may not evict a tenant if:
 - a) the landlord does not have a City annual business license as required by TMC 6B.20.010 and has not complied with the requirement of registering each dwelling unit with the City of Tacoma and certification that each dwelling unit complies with RCW 59.18.060, as it exists or as hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants;
 - b) the landlord or master lease holder has failed to comply with subsection TMC 1.95.070.C as required and the reason for terminating the tenancy is that the tenancy ended at the expiration of a specified term or period, except as provided by TMC 1.95.085.C.4;-or
 - c) any violation of any notices required by TMC 1.95.070 exists. Lack of such notice shall provide the tenant with a defense to an unlawful detainer action.
4. ~~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:
 - (1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, 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; or
 - (2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.
- ~~b.~~ 5. 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.



1 ~~4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as it currently exists~~
2 ~~or hereinafter amended, or requires a tenant to provide more than a 20-day notice to terminate tenancy, is~~
3 ~~subject to civil penalties.~~

4 56. Joint and Several Responsibility and Liability.

5 Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is
6 not prohibited from taking action against a person where other persons may also be potentially
7 responsible persons, nor is the City required to take action against all potentially responsible persons.

8 B. Rebuttable Presumption.

9 1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, and within 90 days after the
10 tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate
11 or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the 120-
12 day notice to terminate requirement in TMC 1.95.070.B.

13 2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of
14 evidence that either the termination was due to proper cause or, in the case of substantial rehabilitation,
15 that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the
16 dwelling.

17 C. Powers and duties of the Director.

18 1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent
19 with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of
20 final rules and regulations.

21 2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the
22 provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to
23 settlement by agreement.

24 3. The Director is authorized to request records from landlord and the landlord shall allow the Director
25 access to such records, as well as a complete roster of tenants names and contact information, when
26 requested, with at least five business days' notice and at a mutually agreeable time, to investigate
potential violations of the requirements of this chapter.

D. Notice of Violation.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of
Violation shall include:

a. The street address or a description of the building, structure, premises, or land in terms reasonably
sufficient to identify its location where the violation occurred;

b. A description of the violation and a reference to the provisions of this chapter which have been
violated;

c. A description of the action required to comply with the provisions of this chapter;

d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such
request for hearing must be submitted in writing and must be received by the City Clerk no later than ten
days after the Notice of Violation has been issued;

e. A statement that penalties will accrue as provided in this chapter;

f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to
conciliate.

2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of Violation is
issued by personal delivery or first-class mail.

E. Civil Penalties.



1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

a. For a violation of Distribution of information required (TMC 1.95.030), Deposit requirements and installment payments (TMC 1.95.040), Notice requirement generally (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), or Late Fees (TMC 1.95.065), a landlord shall be subject to the following penalties:

(1) For the first violation for each affected dwelling unit, \$500; and

(2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.

b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance (TMC 1.95.080), Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090.A.4), Rental agreement regulations (TMC 1.95.037), Tenant Screening (TMC 1.95.035), Shared Housing (TMC 1.95.085), a landlord or master lease holder if appropriate, shall be subject to the following penalties:

(1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;

(2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.

3. If the tenants have already relocated, but a violation of the notices required pursuant to Section 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.

4. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.

5. Any civil penalties paid by the landlord shall be kept by the City.

F. Administrative Review by Director.

1. General.

A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.

2. How to request administrative review.

A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.

3. Decision of Director.

After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first class mail.

G. Appeals to the Hearing Examiner of Director's Decision.

Appeal of the Director's decision shall be made within ten days from the date of the Director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the Hearing Examiner, which appeal shall be governed by TMC 1.23.



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**MOTION NO. 1 FOR COUNCIL CONSIDERATION
ORDINANCE NO. 28894**

July 11, 2023

I move to amend Ordinance No. 28894 by striking out language on page 11, between lines 7-9, Tacoma Municipal Code, Section 1.95.040.J, the following:

J. Pet deposits.

A landlord shall not charge a tenant more than 25 percent of one month's rent as a deposit for pets. Any deposit not used to repair damage by the pet shall be returned to the tenant upon termination of tenancy.

And inserting the following:

J. Pet fees.

A landlord shall not charge a tenant more than 25 percent of one month's rent as a fee for pets.

**MOTION NO. 2 FOR COUNCIL CONSIDERATION
ORDINANCE NO. 28894**

July 11, 2023

I move to amend Ordinance No. 28894 by amending page 9, to add a new number A.6, after line 21, Tacoma Municipal Code, Section 1.95.037.A, to read as follows:

6. Regulating or banning dogs based on dog breeds, provided that any service animal shall be allowed, and further provided a landlord shall be allowed to ban certain dog breeds if their insurance policy requires such ban.

**MOTION NO. 3 FOR COUNCIL CONSIDERATION
ORDINANCE NO. 28894**

July 11, 2023

I move to amend Ordinance No. 28894 by amending page 8, between lines 21-22, Tacoma Municipal Code, Section 1.95.035.C, to replace “three (3)” with “two and one-half (2.5)”, to read as follows:

1. A landlord may require the financially responsible applicant to demonstrate a monthly gross income of up to two and one-half (2.5) times the amount of the monthly rent for the dwelling unit when the monthly rent amount is below Fair Market Rents as published by the U.S. Department of Housing and Urban Development (“HUD”).

I further move to amend Ordinance No. 28894 by amending page 8, between lines 23-24, in the same section, to replace “2.5”, with “2”, to read as follows:

2. A landlord may require a financially responsible applicant to demonstrate a monthly gross income of up to 2 times the amount of the rent for the dwelling unit when the monthly rent amount is at or above the Fair Market Rents as published annually by HUD.



TACOMA POLICE DEPARTMENT

Current Staffing 6/20/2023

TPD Budgeted Positions – Commissioned

*As of 6.20.2023

Budgeted Positions By Rank	Filled Funded Positions	Vacant Funded Positions	Total Funded Positions
Chief	1	0	1
Deputy Chief	1	0	1
Assistant Chief	3	0	3
Captain	5	0	5
Lieutenant	15	0	15
Sergeant	41	1	42
Detective	56	3	59
Patrol Officer	202	17	219
Total	324	21	345

TPD Budgeted Positions – Non-Commissioned

*As of 6.20.2023

Budgeted Positions By Classification	Filled Funded Positions	Vacant Funded Positions	Total Funded Positions
Animal Control Compliance Supervisor	1	0	1
Animal Control Compliance Officer	3	0	3
Administrative Assistant	1	0	1
Community Relations Specialist	0	1	1
Crime Analyst, Sr	1	1	2
Crime Analyst	2	0	2
Crime Program Technician	2	0	2
Crime Scene Technician	9	2	11
Financial Assistant	3	0	3
Financial Manager	1	0	1
Forensics Manager	1	0	1
Forensic Services Supervisor	2	1	3
Forensic Specialist	1	0	1
Latent Print Examiner	3	0	3
Office Manager	1	0	1
Police Admin Support Specialist	10	2	12
Police Chief of Staff	1	0	1
Police Officer Recruit	13	8	21
RIM Administrator	1	0	1
Total	56	15	71

Vacancy and Offer Count

Current Vacancy Count*	
Commissioned:	21
Non-Commissioned:	15

*Current vacancy count does not account for offers extended

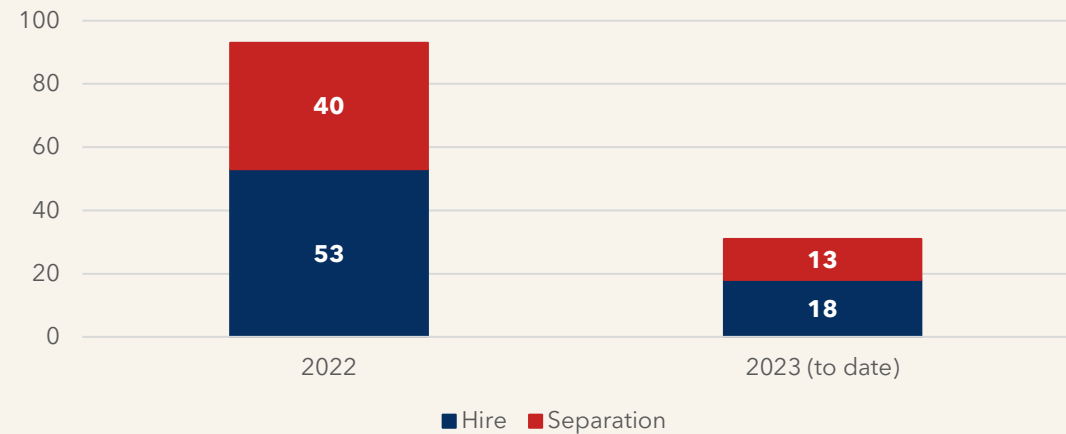
Offers Extended			
Start Date	Lateral	Recruit	Non-Commissioned
7/3/2023	1		
7/31/2023		1	

YTD 2023 Separations & Hires (1/1/2023 – 6/20/2023)

YTD Separations as of 6/20/2023 (Commission Only and Recruits)	
Probation Failure - Recruit	1
Resignation No Reason Given	2
Resignation in Lieu of Term	1
Retirement-Service	6
Retirement - Deferred	2
Dismissal	1
Total	13

YTD Hires as of 6/20/2023 (Commission Only and Recruit)	
Police Officer	4
Police Officer Recruit	14
Total	18

Hires & Separations 2022 and 2023 to date (6.20.2023)



Tacoma Police Department Training Averages

*As of 6/20/2023

Police Officer Recruit	Avg. time from hire to street
Start – Academy	30 days
Academy	22-24 weeks
Post Academy Training	5 weeks
Police Training Officer	4 months

In-state Lateral	Avg. Time from hire to street
Start – On the street	2-3 weeks

Out-of-state Lateral	Avg. time from hire to street
Academy	2 weeks
Tacoma Specific Training	2-3 weeks



Citywide Weekly Briefing for 26 June 2023 to 02 July 2023

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Offense Breakdown	7 Days		28 Days		Year to Date		7 Days	28 Days	YTD
	27-Jun-2022	26-Jun-2023	06-Jun-2022	05-Jun-2023	01-Jan-2022	01-Jan-2023			
	03-Jul-2022	02-Jul-2023	03-Jul-2022	02-Jul-2023	02-Jul-2022	02-Jul-2023			
Persons	100	86	404	366	2587	2170	14.0% ▼	9.4% ▼	16.1% ▼
Assault	89	78	368	335	2336	1978	12.4% ▼	9.0% ▼	15.3% ▼
Homicide (doesn't include Negligent/Justifiable)	1	0	2	1	24	16	100.0% ▼	50.0% ▼	33.3% ▼
Kidnapping/Abduction	1	2	8	6	44	40	100.0% ▲	25.0% ▼	9.1% ▼
Sex Offenses, Forcible	9	6	26	24	183	135	33.3% ▼	7.7% ▼	26.2% ▼
Property	581	317	2256	1780	15591	12339	45.4% ▼	21.1% ▼	20.9% ▼
Arson	8	1	21	3	152	63	87.5% ▼	85.7% ▼	58.6% ▼
Burglary/Breaking and Entering	31	21	154	120	1429	778	32.3% ▼	22.1% ▼	45.6% ▼
Counterfeiting/Forgery	4	0	7	0	42	27	100.0% ▼	100.0% ▼	35.7% ▼
Destruction/Damage/Vandalism of Property	154	91	614	472	4005	3180	40.9% ▼	23.1% ▼	20.6% ▼
Fraud	18	10	58	38	347	303	44.4% ▼	34.5% ▼	12.7% ▼
Larceny/Theft	245	99	959	614	6110	4159	59.6% ▼	36.0% ▼	31.9% ▼
Motor Vehicle Theft	95	72	355	445	2710	3212	24.2% ▼	25.4% ▲	18.5% ▲
Robbery	13	15	42	52	445	301	15.4% ▲	23.8% ▲	32.4% ▼
Stolen Property	11	6	40	29	319	266	45.5% ▼	27.5% ▼	16.6% ▼
Society	7	5	39	31	232	202	28.6% ▼	20.5% ▼	12.9% ▼
Drug/Narcotic	2	1	13	9	64	50	50.0% ▼	30.8% ▼	21.9% ▼
Pornography/Obscene Material	1	0	2	2	19	7	100.0% ▼	0.0%	63.2% ▼
Prostitution	0	0	0	0	1	1	0.0%	0.0%	0.0%
Weapon Law Violations	4	4	24	20	148	144	0.0%	16.7% ▼	2.7% ▼
Citywide Totals	688	408	2699	2177	18410	14711	40.7% ▼	19.3% ▼	20.1% ▼

Last 7 Days

Notes:

- There were no Homicide offense(s) during the last 7 days.
- 56.4% (44/78) of the Assaults were coded Simple Assault.
- There were 42 DV-related offenses.
- 76.2% (32/42) of the DV-related offenses were Persons.
- 37.2% (29/78) of the Assaults were DV-related.
- DV-related Offenses: 48 ↘ 42
- There were 3 Gang-Related offense(s) during the last 7 days.
- Theft from Motor Vehicle: 88 ↘ 40

Top 5 Locations - Compared to last year

- 4502 S Steele St: 15 ↘ 12
- 515 S 51st St: 0 ↗ 4
- 8405 Pacific Ave: 0 ↗ 4
- 2602 Westridge Ave W: 0 ↗ 4
- 1202 N Pearl St: 0 ↗ 4
- 8606 Pacific Ave: 0 ↗ 4
- 2120 S 48th St: 2 ↗ 4
- 923 Commerce St: 0 ↗ 4

Top 5 Offense Locations - Compared to last year

- Street/Right Of Way: 100 ↘ 90
- Parking Lot: 127 ↘ 77
- Single Family Residence: 89 ↘ 67
- Apartment: 35 ↗ 40
- Other Business: 25 ↘ 10



Sector 1 Weekly Briefing for 26 June 2023 to 02 July 2023

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Offense Breakdown	7 Days		28 Days		Year to Date		7 Days	28 Days	YTD
	27-Jun-2022	26-Jun-2023	06-Jun-2022	05-Jun-2023	01-Jan-2022	01-Jan-2023			
	03-Jul-2022	02-Jul-2023	03-Jul-2022	02-Jul-2023	02-Jul-2022	02-Jul-2023			
Persons	31	19	97	96	617	527	38.7% ▼	1.0% ▼	14.6% ▼
Assault	25	19	85	89	548	478	24.0% ▼	4.7% ▲	12.8% ▼
Homicide (doesn't include Negligent/Justifiable)	0	0	0	1	4	4	0.0%	NC	0.0%
Kidnapping/Abduction	1	0	3	0	15	7	100.0% ▼	100.0% ▼	53.3% ▼
Sex Offenses, Forcible	5	0	9	6	50	38	100.0% ▼	33.3% ▼	24.0% ▼
Property	134	71	500	467	3636	2882	47.0% ▼	6.6% ▼	20.7% ▼
Arson	2	0	7	0	46	28	100.0% ▼	100.0% ▼	39.1% ▼
Burglary/Breaking and Entering	10	7	44	34	372	201	30.0% ▼	22.7% ▼	46.0% ▼
Counterfeiting/Forgery	1	0	3	0	13	6	100.0% ▼	100.0% ▼	53.8% ▼
Destruction/Damage/Vandalism of Property	36	27	150	147	1041	853	25.0% ▼	2.0% ▼	18.1% ▼
Fraud	3	0	8	8	50	54	100.0% ▼	0.0%	8.0% ▲
Larceny/Theft	49	17	180	147	1287	906	65.3% ▼	18.3% ▼	29.6% ▼
Motor Vehicle Theft	25	13	86	112	656	706	48.0% ▼	30.2% ▲	7.6% ▲
Robbery	4	5	11	11	77	56	25.0% ▲	0.0%	27.3% ▼
Stolen Property	3	2	9	6	89	60	33.3% ▼	33.3% ▼	32.6% ▼
Society	2	2	14	12	65	49	0.0%	14.3% ▼	24.6% ▼
Drug/Narcotic	1	1	6	6	17	16	0.0%	0.0%	5.9% ▼
Pornography/Obscene Material	0	0	1	0	3	1	0.0%	100.0% ▼	66.7% ▼
Prostitution	0	0	0	0	0	0	0.0%	0.0%	0.0%
Weapon Law Violations	1	1	7	6	45	32	0.0%	14.3% ▼	28.9% ▼
Sector Totals	167	92	611	575	4318	3458	44.9% ▼	5.9% ▼	19.9% ▼

Last 7 Days

Notes:

- There were no Homicide offense(s) during the last 7 days.
- 47.4% (9/19) of the Assaults were coded Simple Assault.
- There were 4 DV-related offenses.
- 75.0% (3/4) of the DV-related offenses were Persons.
- 15.8% (3/19) of the Assaults were DV-related.
- DV-related Offenses: 14 ↘ 4
- There were no Gang-Related offense(s) during the last 7 days.
- Theft from Motor Vehicle: 27 ↘ 10

Top 5 Locations - Compared to last year

- 923 Commerce St: 0 ↗ 4
- 2013 S Cedar St: 0 ↗ 3
- E 25th St & A St: 0 ↗ 2
- There were 11 other locations with 2.

Top 5 Offense Locations - Compared to last year

- Street/Right Of Way: 35 ↘ 34
- Parking Lot: 33 ↘ 21
- Single Family Residence: 14 ↘ 5
- Other Business: 3 ↗ 5
- Apartment: 8 ↘ 4



Sector 2 Weekly Briefing for 26 June 2023 to 02 July 2023

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Offense Breakdown	7 Days		28 Days		Year to Date		7 Days	28 Days	YTD
	27-Jun-2022	26-Jun-2023	06-Jun-2022	05-Jun-2023	01-Jan-2022	01-Jan-2023			
	03-Jul-2022	02-Jul-2023	03-Jul-2022	02-Jul-2023	02-Jul-2022	02-Jul-2023			
Persons	14	21	81	86	523	467	50.0%▲	6.2%▲	10.7%▼
Assault	12	21	72	81	459	415	75.0%▲	12.5%▲	9.6%▼
Homicide (doesn't include Negligent/Justifiable)	0	0	0	0	1	6	0.0%	0.0%	500.0%▲
Kidnapping/Abduction	0	0	2	0	8	6	0.0%	100.0%▼	25.0%▼
Sex Offenses, Forcible	2	0	7	5	55	40	100.0%▼	28.6%▼	27.3%▼
Property	155	99	652	515	3953	3520	36.1%▼	21.0%▼	11.0%▼
Arson	2	1	4	1	56	9	50.0%▼	75.0%▼	83.9%▼
Burglary/Breaking and Entering	9	6	32	30	272	198	33.3%▼	6.3%▼	27.2%▼
Counterfeiting/Forgery	0	0	1	0	8	8	0.0%	100.0%▼	0.0%
Destruction/Damage/Vandalism of Property	48	32	196	156	1062	984	33.3%▼	20.4%▼	7.3%▼
Fraud	5	0	15	2	91	81	100.0%▼	86.7%▼	11.0%▼
Larceny/Theft	64	34	296	188	1639	1267	46.9%▼	36.5%▼	22.7%▼
Motor Vehicle Theft	23	23	96	122	656	859	0.0%	27.1%▲	30.9%▲
Robbery	3	2	7	10	128	70	33.3%▼	42.9%▲	45.3%▼
Stolen Property	1	0	5	3	34	28	100.0%▼	40.0%▼	17.6%▼
Society	0	1	4	6	18	24	NC	50.0%▲	33.3%▲
Drug/Narcotic	0	0	1	2	5	5	0.0%	100.0%▲	0.0%
Pornography/Obscene Material	0	0	0	1	3	3	0.0%	NC	0.0%
Prostitution	0	0	0	0	0	0	0.0%	0.0%	0.0%
Weapon Law Violations	0	1	3	3	10	16	NC	0.0%	60.0%▲
Sector Totals	169	121	737	607	4494	4011	28.4%▼	17.6%▼	10.7%▼

Last 7 Days

Notes:

- There were no Homicide offense(s) during the last 7 days.
- 52.4% (11/21) of the Assaults were coded Simple Assault.
- There were 11 DV-related offenses.
- 100.0% (11/11) of the DV-related offenses were Persons.
- 52.4% (11/21) of the Assaults were DV-related.
- DV-related Offenses: 9 ↗ 11
- There were no Gang-Related offense(s) during the last 7 days.
- Theft from Motor Vehicle: 25 ↘ 14

Top 5 Locations - Compared to last year

- 2602 Westridge Ave W: 0 ↗ 4
- 1202 N Pearl St: 0 ↗ 4
- 3015 N Pearl St: 0 ↗ 3
- 1901 S Union Ave: 1 ↗ 3
- 7654 19th St W: 0 ↗ 3

Top 5 Offense Locations - Compared to last year

- Parking Lot: 28 ↔ 28
- Single Family Residence: 21 ↗ 26
- Street/Right Of Way: 20 ↔ 20
- Apartment: 10 ↗ 17
- Alley: 2 ↔ 2
- There were 5 other locations with 2.



Sector 3 Weekly Briefing for 26 June 2023 to 02 July 2023

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Offense Breakdown	7 Days		28 Days		Year to Date		7 Days	28 Days	YTD
	27-Jun-2022	26-Jun-2023	06-Jun-2022	05-Jun-2023	01-Jan-2022	01-Jan-2023			
	03-Jul-2022	02-Jul-2023	03-Jul-2022	02-Jul-2023	02-Jul-2022	02-Jul-2023			
Persons	25	18	98	68	614	492	28.0% ▼	30.6% ▼	19.9% ▼
Assault	24	15	93	60	561	452	37.5% ▼	35.5% ▼	19.4% ▼
Homicide (doesn't include Negligent/Justifiable)	0	0	0	0	5	4	0.0%	0.0%	20.0% ▼
Kidnapping/Abduction	0	1	1	3	8	13	NC	200.0% ▲	62.5% ▲
Sex Offenses, Forcible	1	2	4	5	40	22	100.0% ▲	25.0% ▲	45.0% ▼
Property	144	71	577	415	4316	3143	50.7% ▼	28.1% ▼	27.2% ▼
Arson	2	0	4	1	15	13	100.0% ▼	75.0% ▼	13.3% ▼
Burglary/Breaking and Entering	5	1	29	23	400	181	80.0% ▼	20.7% ▼	54.8% ▼
Counterfeiting/Forgery	0	0	0	0	13	9	0.0%	0.0%	30.8% ▼
Destruction/Damage/Vandalism of Property	31	15	137	90	1013	726	51.6% ▼	34.3% ▼	28.3% ▼
Fraud	3	5	14	14	103	88	66.7% ▲	0.0%	14.6% ▼
Larceny/Theft	75	28	287	149	1835	1133	62.7% ▼	48.1% ▼	38.3% ▼
Motor Vehicle Theft	20	17	80	114	714	837	15.0% ▼	42.5% ▲	17.2% ▲
Robbery	4	4	14	14	117	70	0.0%	0.0%	40.2% ▼
Stolen Property	4	1	11	10	96	77	75.0% ▼	9.1% ▼	19.8% ▼
Society	2	0	8	4	70	59	100.0% ▼	50.0% ▼	15.7% ▼
Drug/Narcotic	0	0	1	1	18	19	0.0%	0.0%	5.6% ▲
Pornography/Obscene Material	1	0	1	0	11	1	100.0% ▼	100.0% ▼	90.9% ▼
Prostitution	0	0	0	0	1	1	0.0%	0.0%	0.0%
Weapon Law Violations	1	0	6	3	40	38	100.0% ▼	50.0% ▼	5.0% ▼
Sector Totals	171	89	683	487	5000	3694	48.0% ▼	28.7% ▼	26.1% ▼

Last 7 Days

Notes:

- There were no Homicide offense(s) during the last 7 days.
- 73.3% (11/15) of the Assaults were coded Simple Assault.
- There were 13 DV-related offenses.
- 84.6% (11/13) of the DV-related offenses were Persons.
- 53.3% (8/15) of the Assaults were DV-related.
- DV-related Offenses: 11 ↗ 13
- There was 1 Gang-Related offense(s) during the last 7 days.
- Theft from Motor Vehicle: 15 ↘ 10

Top 5 Locations - Compared to last year

- 4502 S Steele St: 15 ↘ 12
- 2120 S 48th St: 2 ↗ 4
- 6027 South Tacoma Way: 0 ↗ 2
- There were 13 other locations with 2.

Top 5 Offense Locations - Compared to last year

- Parking Lot: 39 ↘ 15
- Street/Right Of Way: 18 ↘ 12
- Apartment: 13 ↘ 10
- Single Family Residence: 10 ↘ 8
- Other Business: 12 ↘ 4
- Department Store: 8 ↘ 4
- There were 2 other locations with 4.



Sector 4 Weekly Briefing for 26 June 2023 to 02 July 2023

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	27-Jun-2022	26-Jun-2023	06-Jun-2022	05-Jun-2023	01-Jan-2022	01-Jan-2023			
	03-Jul-2022	02-Jul-2023	03-Jul-2022	02-Jul-2023	02-Jul-2022	02-Jul-2023			
Persons	30	28	128	116	833	684	6.7% ▼	9.4% ▼	17.9% ▼
Assault	28	23	118	105	768	633	17.9% ▼	11.0% ▼	17.6% ▼
Homicide (doesn't include Negligent/Justifiable)	1	0	2	0	14	2	100.0% ▼	100.0% ▼	85.7% ▼
Kidnapping/Abduction	0	1	2	3	13	14	NC	50.0% ▲	7.7% ▲
Sex Offenses, Forcible	1	4	6	8	38	35	300.0% ▲	33.3% ▲	7.9% ▼
Property	148	76	527	383	3686	2794	48.6% ▼	27.3% ▼	24.2% ▼
Arson	2	0	6	1	35	13	100.0% ▼	83.3% ▼	62.9% ▼
Burglary/Breaking and Entering	7	7	49	33	385	198	0.0%	32.7% ▼	48.6% ▼
Counterfeiting/Forgery	3	0	3	0	8	4	100.0% ▼	100.0% ▼	50.0% ▼
Destruction/Damage/Vandalism of Property	39	17	131	79	889	617	56.4% ▼	39.7% ▼	30.6% ▼
Fraud	7	5	21	14	103	80	28.6% ▼	33.3% ▼	22.3% ▼
Larceny/Theft	57	20	196	130	1349	853	64.9% ▼	33.7% ▼	36.8% ▼
Motor Vehicle Theft	27	19	93	97	684	810	29.6% ▼	4.3% ▲	18.4% ▲
Robbery	2	4	10	17	123	105	100.0% ▲	70.0% ▲	14.6% ▼
Stolen Property	3	3	15	10	100	101	0.0%	33.3% ▼	1.0% ▲
Society	3	2	13	9	79	70	33.3% ▼	30.8% ▼	11.4% ▼
Drug/Narcotic	1	0	5	0	24	10	100.0% ▼	100.0% ▼	58.3% ▼
Pornography/Obscene Material	0	0	0	1	2	2	0.0%	NC	0.0%
Prostitution	0	0	0	0	0	0	0.0%	0.0%	0.0%
Weapon Law Violations	2	2	8	8	53	58	0.0%	0.0%	9.4% ▲
Sector Totals	181	106	668	508	4598	3548	41.4% ▼	24.0% ▼	22.8% ▼

Last 7 Days

Notes:

- There were no Homicide offense(s) during the last 7 days.
- 56.5% (13/23) of the Assaults were coded Simple Assault.
- There were 14 DV-related offenses.
- 50.0% (7/14) of the DV-related offenses were Persons.
- 30.4% (7/23) of the Assaults were DV-related.
- DV-related Offenses: 14 ↔ 14
- There were 2 Gang-Related offense(s) during the last 7 days.
- Theft from Motor Vehicle: 21 ↘ 6

Top 5 Locations - Compared to last year

- 8405 Pacific Ave: 0 ↗ 4
- 515 S 51st St: 0 ↗ 4
- 8606 Pacific Ave: 0 ↗ 4
- 4315 E Q St: 0 ↗ 3
- 115 E 34th St: 0 ↗ 2
- There were 12 other locations with 2.

Top 5 Offense Locations - Compared to last year

- Single Family Residence: 44 ↘ 28
- Street/Right Of Way: 27 ↘ 24
- Parking Lot: 27 ↘ 13
- Apartment: 4 ↗ 9
- Drug Store: 6 ↘ 5



MEETINGS FOR THE WEEK OF JULY 10, 2023 THROUGH JULY 15, 2023

TIME	MEETING	LOCATION
MONDAY, JULY 10, 2023		
5:00 PM	Local Improvement District Meeting *	747 Market St., Municipal Bldg., Council Chambers Visit www.cityoftacoma.org/hearingexaminer
5:00 PM	Tacoma Arts Commission – CANCELLED	
5:30 PM	Human Rights Commission Study Session	747 Market St., Municipal Bldg., Conf. Rm. 243 Join Zoom Meeting at: http://zoom.us/j/81908915518 Telephonic: Dial 253-215-8782 Meeting ID: 819 0891 5518
6:00 PM	Community’s Police Advisory Committee	747 Market St., Municipal Bldg., Conf. Rm. 220A Join Zoom Meeting at: https://zoom.us/j/85076233615 Telephonic: Dial 253-215-8782 Meeting ID: 850 7623 3615 Passcode: 889454
6:00 PM	Metro Parks Tacoma Board of Commissioners	4702 S. 19th St., Metro Parks Board Rm. Visit www.metroparkstacoma.org
6:30 PM	Human Rights Commission	747 Market St., Municipal Bldg., Conf. Rm. 243 Join Zoom Meeting at: http://zoom.us/j/81908915518 Telephonic: Dial 253-215-8782 Meeting ID: 819 0891 5518
TUESDAY, JULY 11, 2023		
9:00 AM	Hearing Examiner's Hearing *	747 Market St., Municipal Bldg., Council Chambers Visit www.cityoftacoma.org/hearingexaminer
10:00 AM	Economic Development Committee	747 Market St., Municipal Bldg., Conf. Rm. 248 Join Zoom Meeting at: https://zoom.us/j/88227539908 Telephonic: Dial 253-215-8782 Meeting ID: 882 2753 9908 Passcode: 614650
11:00 AM	Bid Opening **	Visit www.tacomapurchasing.org
NOON	City Council Study Session	747 Market St., Municipal Bldg., Council Chambers Join Zoom Meeting at: https://zoom.us/j/89496171192 Telephonic: Dial 253-215-8782 Meeting ID: 894 9617 1192 Passcode: 896569
5:00 PM	City Council Meeting	747 Market St., Municipal Bldg., Council Chambers Join Zoom Meeting at: https://zoom.us/j/84834233126 Telephonic: Dial 253-215-8782 Meeting ID: 848 3423 3126 Passcode: 349099
WEDNESDAY, JULY 12, 2023		
3:00 PM	Public Utility Board Study Session	3628 S. 35th St., Public Utilities Bldg., Auditorium Join Zoom Meeting at: https://zoom.us/j/81336402669 Telephonic: Dial 253-215-8782 Meeting ID: 813 3640 2669
4:30 PM	Board of Ethics	747 Market St., Municipal Bldg., Conf. Rm 220-A Join Zoom Meeting at: https://zoom.us/j/89496171192 Telephonic: Dial 253-215-8782 Meeting ID: 894 9617 1192 Passcode: 896569
4:30 PM	Infrastructure, Planning, and Sustainability Committee	747 Market St., Municipal Bldg., Conf. Rm. 248 Join Zoom Meeting at: https://zoom.us/j/87829056704 Telephonic: Dial 253-215-8782 Meeting ID: 878 2905 6704 Passcode: 614650
5:00 PM	Metro Parks Tacoma Board of Commissioners – Capital Improvement Committee	4702 S. 19 th St., Metro Parks Board Rm. Visit www.metroparkstacoma.org

- 5:30 PM Landmarks Preservation Commission 747 Market St., Municipal Bldg., Conf. Rm. 243
Join Zoom Meeting at: <https://zoom.us/j/84794178334>
Telephonic: Dial 253-215-8782
Meeting ID: 847 9417 8334
- 6:00 PM Human Services Commission 747 Market St., Municipal Bldg., Conf. Rm. 148
Join Zoom Meeting at: <https://zoom.us/j/97234116608>
Telephonic: Dial 253-215-8782
Meeting ID: 972 3411 6608
- 6:30 PM Public Utility Board Meeting 3628 S. 35th St., Public Utilities Bldg., Auditorium
Join Zoom Meeting at: <https://zoom.us/j/84626080846>
Telephonic: Dial 253-215-8782
Meeting ID: 846 2608 0846

THURSDAY, JULY 13, 2023

- 7:30 AM Tacoma Community Redevelopment Authority Board 747 Market St., Municipal Bldg., Conf. Rm. 248
Join Zoom Meeting at: <https://zoom.us/j/84447211773>
Telephonic: Dial 253-215-8782
Meeting ID: 844 4721 1773 Passcode: 970091
- 9:00 AM Hearing Examiner's Hearing * 747 Market St., Municipal Bldg., Council Chambers
Visit www.cityoftacoma.org/hearingexaminer
- 1:00 PM Tacoma Employees' Retirement System Board Meeting
– CANCELLED
- 4:30 PM Community Vitality and Safety Committee 747 Market St., Municipal Bldg., Conf. Rm. 248
Join Zoom Meeting at: <https://zoom.us/j/85961604917>
Telephonic: Dial 253-215-8782
Meeting ID: 859 6160 4917 Passcode: 614650
- 5:00 PM Land Use Public Meeting *** 747 Market St., Municipal Bldg., Council Chambers
Contact Jana Magoon at JMagoon@cityoftacoma.org
- 5:00 PM Tacoma Civil Service Board –
Special Meeting 747 Market St., Municipal Bldg., Conf. Rm. 243
Join Zoom Meeting at: <http://zoom.us/j/89637682884>
Telephonic: Dial 253-215-8782
Meeting ID: 896 3768 2884 Passcode: 229574

FRIDAY, JULY 14, 2023

- 8:00 AM Joint Municipal Action Committee 747 Market St., Municipal Bldg., Conf. Rm. 248
Join Zoom Meeting at: <https://zoom.us/j/84064886981>
Telephonic: Dial 253-215-8782
Meeting ID: 840 6488 6981
- 12:00 PM Housing Authority of The City of Tacoma
Board of Commissioners – Study Session 902 S. L St., Administration Bldg., 2nd Fl. Conf. Rm.
Visit www.tacomahousing.org/about/board-meetings/
- 4:00 PM Tacoma Area Commission on Disabilities 747 Market St., Municipal Bldg., Conf. Rm. 248
Join Zoom Meeting at: <https://zoom.us/j/6644868913>
Telephonic: Dial 253-215-8782
Meeting ID: 664 486 8913 Passcode: Equity

SATURDAY, JULY 15, 2023

- 3:00 PM Mayor's Youth Commission – General Assembly 919 S. 9th St., Tacoma, WA 98405
Join Zoom Meeting at: <https://zoom.us/j/83389447063>
Telephonic: Dial 253-215-8782
Meeting ID: 833 8944 7063 Passcode: 779930



Meeting sites are accessible to people with disabilities. People with disabilities requiring special accommodations should contact the appropriate department(s) 48 hours prior to the meeting time.

* Hearing Examiner's Hearings and Local Improvement District Meetings meet on an as-needed basis. Contact the Hearing Examiner's Office at (253) 591-5195 to confirm whether a meeting will be held this week. Hearings may be held at various times throughout the day.

** Bid Opening will be held on an as-needed basis. Contact the Finance Procurement and Payables Office at 253-502-8468 or www.tacomapurchasing.org to confirm whether Bid Opening will be held.

*** Land Use Public Meetings meet on an as-needed basis. Contact Planning Manager, Jana Magoon at (253) 594-7823 to confirm whether a meeting will be held this week.



**City of Tacoma
Public Utility Board Meeting**

**July 12, 2023; 6:30 p.m.
Tacoma Public Utilities – Ground Floor Auditorium
3628 S 35th Street, Tacoma WA 98409**

**Join remotely: <https://us06web.zoom.us/j/84626080846>
or by dialing 253-215-8782 and entering meeting ID: 846 2608 0846**

Call to Order

Roll Call

- A. Approve Minutes of Previous Meetings**
- B. Comments by the Public**
- C. Regular Agenda**

Departmental

- C-1 Motion 23-04 – In accordance with Governance Process Three, Section One, Election of Officers, of the Public Utility Board Governance Processes, that Carlos Watson, John O’Loughlin, and Holland Cohen be nominated and elected as Chair, Vice-Chair, and Secretary respectively.

- C-2 Resolution U-11392– Award contracts and approve purchases:
 - 1. Increase contract to Print NW for printing and binding services on an as-needed basis (\$2,000,000, plus applicable taxes. Cumulative total \$6,500,000, plus applicable taxes) [Patsy Best, Procurement and Payables Division Mgr];
 - 2. Increase contract to Asphalt Patch Systems, Inc., for asphalt and concrete patching services (\$1,000,000, plus applicable taxes. Cumulative total \$5,702,989.32, plus applicable taxes) [Patsy Best, Procurement and Payables Division Mgr];
 - 3. Award contract to Brother’s Trucking LLC and Waste Management Disposal Services for water treatment residual cake hauling (\$220,000 and \$36,000 respectively, plus applicable taxes. Includes option to renew for three one-year terms for a projected combined cumulative total of \$895,000) [Jessica Knickerbocker, Water Division Mgr].

- C-2 Resolution U-11393 – Authorize execution of a collective bargaining agreement as negotiated with the Professional and Technical Employees, Local 17, effective January 1, 2023 through December 31, 2026 [Dylan Carlson, Labor Relations Mgr].

Tacoma Power

- C-3 Resolution U-11394 – Authorize Tacoma Power to accept a Congressionally directed spending award of \$1,000,000 to fund Community Electric Vehicle (EV) Charging incentives for business and multifamily property owners in Tacoma Power’s service territory [Ray Johnson, Power Manager].

Tacoma Water

C-4 Resolution U-11395 – Authorize Tacoma Water to issue the 2023 Regional Water Supply System (RWSS) Revenue Refunding Bonds in an amount not to exceed \$40,850,000, in order to refund the 2013 Regional Water Supply System Revenue Refunding Bonds, and to amend the RWSS repayment agreement [Lyna Vo, Sr. Utilities Economist].

C-5 Resolution U-11396 – Authorize Tacoma Water to refund the 2005 Water System Revenue and Refunding Bonds in the amount of \$5,000, and the issuance of the 2023 Water System Revenue Refunding Bonds in an amount not to exceed \$75,000,000, in order to refund the 2013 Water System Revenue and Refunding Bonds [Lyna Vo, Sr. Utilities Economist].

D. Reports of the Director

Strategic Directive Nine (SD9, Economic Development) Update

E. Final comments by the Board

F. Adjournment

The Public Utility Board may enter into a closed or executive session at any time during an open public meeting as provided by law.



The City of Tacoma does not discriminate on the basis of disability in any of its programs, Activities, or services. To request this information in an alternative format or to request a reasonable accommodation, please contact the TPU Director's Office at 253-502-8201. TTY or speech to speech users please dial 711 to connect to Washington Relay services.



**City of Tacoma
Public Utility Board
Study Session**

**July 12, 2023; 3:00 p.m.
Tacoma Public Utilities, LT1 (3rd Floor Conference Room)
(Directly Across Main Elevator)
3628 South 35th Street, Tacoma WA 98409**

**Join remotely: <https://us06web.zoom.us/j/81336402669>
or by dialing 253-215-8782 and entering meeting ID 813 3640 2669**

Call to Order

Roll Call

The Public Utility Board will hold a study session with staff to discuss the following:

Approximate Time	Topic	Presenter(s)
3:00 – 4:00	Overview of Bids and Purchasing Processes	Patsy Best, Procurement and Payables Division Mgr; Engel Lee, Chief Deputy City Attorney; Martha Lantz, Deputy City Attorney
4:05 – 4:40	TPU Administration Complex Storage/Parking facility and South Service Center Projects	Terry Coggins, Facilities Manager
4:45 – 5:00	General Board Comments / Discussion and Director's Reports	
5:00	Executive Session to Discuss Potential/Pending Litigation RCW 42.30.110(1)(i)	

Adjournment

The Public Utility Board may enter into a closed or executive session at any time during an open public meeting as provided by law.

Charleen Jacobs
Public Utility Board Office/253-502-8201

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**CITY OF TACOMA, WASHINGTON
OFFICE OF THE CITY COUNCIL
COUNCIL CONSIDERATION REQUEST**

TO: Mayor & City Council

FROM: Council Member Catherine Ushka and Senior Council Policy Analyst Lynda Foster

COPIES TO: Elizabeth Pauli, City Manager; Kurtis Kingsolver, Deputy City Manager; Hyun Kim, Deputy City Manager; Bill Fosbre, City Attorney

SUBJECT: **Resolution – Allocating Council Contingency Funds to sponsor the 2023 National Association of Local Boards of Health Conference in Tacoma – July 11, 2023**

DATE: July 5, 2023

I ask for your support for a resolution authorizing \$20,000 in Council contingency funds to sponsor the 2023 National Association of Local Boards of Health (NALBOH) conference.

LEGISLATIVE INTENT:

Council Contingency Fund Request:

The National Association of Local Boards of Health (NALBOH) 2023 Annual Conference, *Charting the Next Vision: Evolving to Advance our Community's Health*, will be held in Tacoma, WA, July 31 to August 2. NALBOH informs, guides, and is the national voice for boards of health. In today's public health system, the leadership role of boards of health makes them an essential link between public health services and a healthy community. Uniquely positioned to deliver technical expertise in governance and leadership, board development, health priorities, and public health policy, NALBOH strives to strengthen good governance where public health begins—at the local level.

The conference focuses on three key objectives for attendees:

- Explore skills for advocacy and leadership roles for public health funding, workforce and equity.
- Demonstrate successful use of the Six Functions of Public Health Governance to improve health outcomes in communities.
- Share and identify best practices to effectively recruit, train, and retain a strong public health workforce.

Hosting the NALBOH conference allows for Tacoma and the entire region to have greater access to these trainings and the national network of public health leaders. NALBOH has requested the City of Tacoma to provide an Exclusive Host Sponsorship of the Conference: \$20,000. This sponsorship provides the following benefits:

- Opportunity to address attendees during the conference for 10 minutes.
- Exclusive Sponsorship of an Evening Reception.
- Signage at both conference and reception.
- Sponsor recognition on the website, event app and in on-site materials.
- One 6 ft display table to share materials.
- Up to ten representatives from organization included in conference registration.

FUNDING REQUESTED:
\$ 20,000

DESIRED RESOLUTION DATE: July 18, 2023

COMMUNITY ENGAGEMENT/ (CUSTOMER RESEARCH):

NALBOH has been engaged in establishing a significant voice for local boards of health on matters of national public health policy. The Tacoma-Pierce County Health Department (TPCHD) actively engages with NALBOH and has coordinated on this upcoming conference. Tacoma City Council Member Catherine Ushka currently serves as President of NALBOH’s Board of Directors.

2025 STRATEGIC PRIORITIES:

Equity and Accessibility:

Adverse social, economic, and environmental (SEE) conditions like these create poor health outcomes. The TPCHD calls them health inequities because they’re unfair, avoidable, and impact some people and groups more than others. TPCHD health equity maps show the links between SEE conditions and where people live. The data shows a clear trend. You’re more likely to have poor health if you: are BIPOC (Black, Indigenous, person of color), make less money, have less education, speak, read, and/or write in a primary language other than English, are LGBTQIA+ (lesbian, gay, bisexual, transgender, queer, intersex, or asexual), immigrated from another country, or live with a disability. TPCHD and other local health departments know health inequities threaten everyone’s health and work with partners who want to work together for health equity and racial justice.

Livability: Equity Index Score: Moderate Opportunity

Improve health outcomes and reduce disparities, in alignment with the community health needs assessment and CHIP, for all Tacoma residents

How does your policy, program, or service help or harm the health of the natural environment?² (e.g. reduction in carbon emissions, open space conditions, sustainability, clean air, water and soil, and noise and light pollution).

Explain how your legislation will affect the selected indicator(s)?

A strong public health system is critical to health equity. As we saw with the COVID-19 pandemic, health crises are not always limited by region or geographic borders. We need the entire nation to have well trained, dedicated public health professionals focused on improving health outcomes for all people. The 2023 NALBOH conference includes equity-focused trainings and other trainings critical to the public health profession. This sponsorship will provide 10 registrations to the City of Tacoma, allowing City Council Members and staff to directly access trainings and meet and connect with other public health professionals.

ALTERNATIVES:

Alternative	Positive Impacts	Negative Impacts
1. Do not sponsor, or sponsor a lesser amount	Preserve resources for other Council priorities	Limit the support for this conference, receive fewer sponsorship benefits

EVALUATIONS AND FOLLOW UP:

The City of Tacoma should send representatives to attend the conference and take back learnings to imbed in our local efforts to improve health equity.

SPONSOR RECOMMENDATION:

Sponsors recommend Exclusive Host Sponsorship of the NALBOH Conference for \$20,000.

FISCAL IMPACT:

This resolution allocates \$20,000 from Council Contingency Funds.

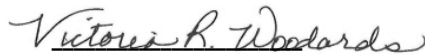
If you have a question related to the Council Contingency Fund Request, please contact Senior Council Policy Analyst Lynda Foster at 253.591.5166 or lfoster@CityofTacoma.org.

SUBMITTED FOR COUNCIL CONSIDERATION BY:


Council Member Ushka

SUPPORTING COUNCIL MEMBERS SIGNATURES (2 SIGNATURES ONLY)

(Signatures demonstrate support to initiate discussion and consideration of the subject matter by City Council for potential policy development and staff guidance/direction.)

1.  POS# Mayor

2.  POS# 5

2023 Council Contingency Commitments

2023-2024	\$	225,000.00
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Resolution 41151

Council requested - South Sound together	\$	12,000.00
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A Resolution authorizing 2023 membership in South Sound Together, in the amount of \$12,000.

Resolution 41150

Council Requested - Welcoming Interactive Conference Participation Sponsorship	\$	4,800.00
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Council Contingency Fund expenditure for \$4,800 to fund two Commission on Immigrant and Refugee Affairs' Members and a Council Member Participation in the 2023 Welcoming Interactive Conference

Resolution 41163

Council Requested - Mayor's Youth Commission of Tacoma Youth Summit 2023	\$	5,000.00
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Council Contingency Fund expenditure of \$5,000 to sponsor the Mayor's Youth Commission of Tacoma 2023 Youth Summit

Resolution 41162

Council Requested - Raising Girls Care Package Initiative	\$	10,000.00
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Council Contingency Fund expenditure for \$10,000 to fund the Raising Girls Non-Profit Organization's "One Bag Drive" to support the creation and distribution of 500 care bags with essential hygiene items to youth and young adults in Tacoma.

Resolution 41161

Council Requested - Wheelstops	\$	12,500.00
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Contingency Fund of \$12,500 expenditure to install wheelstops along South D street, from S. 72nd to S. 74th on the east side of the street.

Resolution 41160

Council Requested - Khmer New Year Celebration	\$	10,000.00
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Council Member Bushnell provides the attached Council Action memorandum for a Resolution authorizing the use of \$10,000 of Council contingency funding to support the first annual Khmer New Year Celebration.

Resolution 41173

Council Requested - Mi Centro's First Domestic Violence & Sexual Assault Conference	\$	20,000.00
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A Council Contingency Fund expenditure to sponsor Mi Centro's First Domestic Violence & Sexual Assault conference for \$20,000.

Resolution 41181

Together We End Gun Violence Conference	\$	10,000.00
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A Council Contingency Fund expenditure of \$10,000 to sponsor the Together We End Gun Violence Conference.

Resolution 41216

Mitigating Impact of City's Light Rail Investment	\$	20,000.00
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Council Contingency fund expenditure of \$20,000 to support efforts to mitigate the impact of the City's light rail investment for the Hilltop Street Fair and Stadium Business District events.

Resolution 41217

City of Tacoma 2023 Juneteenth Celebration	\$	2,500.00
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Council Contingency Fund expenditure to sponsor the City's 2023 Juneteenth Celebration.

Resolution 41215

Summer Coding Workshop Series Sponsorship	\$	7,000.00
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Council Contingency Fund expenditure of up to \$7,000 to sponsor the Summer Coding Workshop Series developed by the Lifelong Kindergarten group at the Massachusetts Institute of Technology Media Lab and hosted by Tacoma Public Libraries.

Resolution 41225

Buffalo Solider Museum Event Sponsorship	\$	6,000.00
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Council contingency fund expenditure of \$6,000 to sponsor the Buffalo Soldiers Museum's event, "Honoring Our Military Labor Force."

To Study Session July 11, 2023

2023 National Association of Local Boards of Health Conference Sponsorship	\$	20,000.00
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Resolution authorizing \$20,000 in Council contingency funds to sponsor the 2023 National Association of Local Boards of Health (NALBOH) conference.

To Study Session July 11, 2023

6th Avenue Business District's Art on the Avenue Festival	\$	10,000.00
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A resolution authorizing \$10,000 in Council contingency funds to support the 6th Avenue Business District's 2023 Arts on the Avenue event.

Starting Balance	\$	225,000.00
Total Amount Allocated	\$	149,800.00
Current Balance	\$	75,200.00



**CITY OF TACOMA, WASHINGTON
OFFICE OF THE CITY COUNCIL
COUNCIL CONSIDERATION REQUEST**

TO: Mayor & City Council
FROM: Council Member Sarah Rumbaugh and Senior Council Policy Analyst Lynda Foster
COPIES TO: Elizabeth Pauli, City Manager; Kurtis Kingsolver, Deputy City Manager; Hyun Kim, Deputy City Manager; Bill Fosbre, City Attorney
SUBJECT: **Resolution – Allocating Council Contingency Funds to Support the 6th Avenue Business District’s Art on the Avenue Festival – July 11, 2023**
DATE: July 5, 2023

I ask for your support for a resolution authorizing \$10,000 in Council contingency funds to support the 6th Avenue Business District’s 2023 Arts on the Avenue event.

LEGISLATIVE INTENT:

Council Contingency Fund Request:

The 6th Avenue Business District’s Art on the Ave is an annual music and art festival celebrating local art, artists, music, food, and entertainment, located at 6th Avenue from Trafton Street to Cedar Street in Tacoma. This festival showcases iconic Tacoma arts organizations, and local art entrepreneurs breaking into the arts scene. It’s a free event open to the entire community highlighting Tacoma’s love and appreciation for the arts.

The pandemic took a toll on business in the Tacoma area and we have yet to see full recovery. The 6th Avenue Business District seeks to bring back the Art on the Avenue event similar to the status it held in past years, where thousands of attendees gathered to experience and support local art. To do this, the organization is requesting additional funding from the City. The primary use of this contingency fund will be to provide three stages for the event.

This resolution would provide up to \$10,000 in contingency funds for:

- Community Stage, canopy, sound system, operator, and Runway for Fashion show: \$4,500
- Center Stage, canopy, operator: \$2,700
- 150 chairs, 10 tables: \$300
- O’Malley’s Stage: \$2010
- Gas for Generators: \$100
- Unanticipated costs associated with stage needs: \$390

The 6th Avenue Business District has received City funding to support this event. This includes \$18,600 in funding from the City’s Tacoma Creates program for numerous programmatic activities, including funding event and volunteer coordinator roles, children’s corner activities, roving entertainment, poster design and printing, mural painting and more. Additionally, \$2,000 in Great Barrier Relief Funding will be used for traffic control barriers. The 6th Avenue Business District did not apply for the City’s Special Events Funding Program grant for 2023.

FUNDING REQUESTED:

\$ 10,000

DESIRED RESOLUTION DATE: July 18, 2023

COMMUNITY ENGAGEMENT/ (CUSTOMER RESEARCH):

Art on the Avenue event organizers requested funding for this event.

2025 STRATEGIC PRIORITIES:

Equity and Accessibility:

This event brings free and accessible art to the City of Tacoma. The event is focused on highlighting artists of all backgrounds who represent the broad spectrum of the Tacoma community. The event also seeks to be family friendly and offers an area designated for Children’s art and activities.

Economy/Workforce: *Equity Index Score:* The business district area on the map is small enough that reliable data is not available.

Increase the number of diverse livable wage jobs.

Decrease the number of vacant properties downtown and in the neighborhood business districts.

Livability: *Equity Index Score:* The business district area on the map is small enough that reliable data is not available.

Increase positive public perception of safety and overall quality of life.

Explain how your legislation will affect the selected indicator(s)?

The 6th Avenue Business District’s Art on the Ave event provides an economic opportunity for local artists. The event directly hires roving entertainers, stationery musicians, and diverse performers of all types and kinds. Additionally, local artists can pay for booths and directly sell their art to the community. Festivals and street fairs can be a low-barrier entry point for entrepreneurs seeking to build a business. Tacoma’s art community helps our City be a vibrant and desirable place to live.

ALTERNATIVES:

Alternative	Positive Impacts	Negative Impacts
1. Do not fund this event through Council Contingency funds, direct event planners to City event grant programs for future funding opportunities	Preserve funding for other Council priorities, allow Art on the Avenue to be considered in our standard event grant process	It’s passed the application period for 2023, Art on the Avenue would have to reduce programming this year

EVALUATIONS AND FOLLOW UP:

This contingency funded allocation is intended to be a one-time use of contingency funds to support the 6th Avenue Business District’s Art on the Avenue event for 2023. Event organizers will be provided with information on how to apply for future grants and event funding opportunities at the City of Tacoma during standard application cycles. In future years, Art on the Avenue event organizers should seek funding through the competitive application process.

SPONSOR RECOMMENDATION:

Sponsors recommend using up to \$10,000 of Council Contingency Funds to cover the identified costs for stages and related activities at the 6th Avenue Business District’s Art on the Avenue event.

FISCAL IMPACT:

This resolution would allocate \$10,000 from Council Contingency Funds.

If you have a question related to the Council Contingency Fund Request, please contact Lynda Foster at 253.591.5166 or lfoster@CityofTacoma.org.

SUBMITTED FOR COUNCIL CONSIDERATION BY: 
Council Member Rumbaugh

SUPPORTING COUNCIL MEMBERS SIGNATURES (2 SIGNATURES ONLY)

(Signatures demonstrate support to initiate discussion and consideration of the subject matter by City Council for potential policy development and staff guidance/direction.)

1.  POS# 3

2.  POS# 7

Mayor's initials 

(Mayor's initials for awareness only to ensure alignment and coordination of emergent policies.)

2023 Council Contingency Commitments

2023-2024	\$	225,000.00
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Resolution 41151

Council requested - South Sound together	\$	12,000.00
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A Resolution authorizing 2023 membership in South Sound Together, in the amount of \$12,000.

Resolution 41150

Council Requested - Welcoming Interactive Conference Participation Sponsorship	\$	4,800.00
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Council Contingency Fund expenditure of \$5,000 to sponsor the Mayor's Youth Commission of Tacoma 2023 Youth Summit

Resolution 41162

Council Requested - Raising Girls Care Package Initiative	\$	10,000.00
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Council Contingency Fund expenditure for \$10,000 to fund the Raising Girls Non-Profit Organization's "One Bag Drive" to support the creation and distribution of 500 care bags with essential hygiene items to youth and young adults in Tacoma.

Resolution 41161

Council Requested - Wheelstops	\$	12,500.00
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Contingency Fund of \$12,500 expenditure to install wheelstops along South D street, from S. 72nd to S. 74th on the east side of the street.

Resolution 41160

Council Requested - Khmer New Year Celebration	\$	10,000.00
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Council Member Bushnell provides the attached Council Action memorandum for a Resolution authorizing the use of \$10,000 of Council contingency funding to support the first annual Khmer New Year Celebration.

Resolution 41173

Council Requested - Mi Centro's First Domestic Violence & Sexual Assault Conference	\$	20,000.00
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A Council Contingency Fund expenditure to sponsor Mi Centro's First Domestic Violence & Sexual Assault conference for \$20,000.

Resolution 41181

Together We End Gun Violence Conference	\$	10,000.00
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A Council Contingency Fund expenditure of \$10,000 to sponsor the Together We End Gun Violence Conference.

Resolution 41216

Mitigating Impact of City's Light Rail Investment	\$	20,000.00
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Council Contingency fund expenditure of \$20,000 to support efforts to mitigate the impact of the City's light rail investment for the Hilltop Street Fair and Stadium Business District events.

Resolution 41217

City of Tacoma 2023 Juneteenth Celebration	\$	2,500.00
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Council Contingency Fund expenditure to sponsor the City's 2023 Juneteenth Celebration.

Resolution 41215

Summer Coding Workshop Series Sponsorship	\$	7,000.00
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Council Contingency Fund expenditure of up to \$7,000 to sponsor the Summer Coding Workshop Series developed by the Lifelong Kindergarten group at the Massachusetts Institute of Technology Media Lab and hosted by Tacoma Public Libraries.

Resolution 41225

Buffalo Solider Museum Event Sponsorship	\$	6,000.00
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Council contingency fund expenditure of \$6,000 to sponsor the Buffalo Soldiers Museum's event, "Honoring Our Military Labor Force."

To Study Session July 11, 2023

2023 National Association of Local Boards of Health Conference Sponsorship	\$	20,000.00
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Resolution authorizing \$20,000 in Council contingency funds to sponsor the 2023 National Association of Local Boards of Health (NALBOH) conference.

To Study Session July 11, 2023

6th Avenue Business District's Art on the Avenue Festival	\$	10,000.00
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A resolution authorizing \$10,000 in Council contingency funds to support the 6th Avenue Business District's 2023 Arts on the Avenue event.

Starting Balance	\$	225,000.00
Total Amount Allocated	\$	149,800.00
Current Balance	\$	75,200.00

Date	Meeting	Subject	Department	Background
July 11, 2023	Study Session (hybrid Council Chambers /dial-in 12:00 pm)	CPAC Recommendations for Community Oversight	Office of Strategy - Jacques Colon (in person)	The Community Police Advisory Committee (CPAC) will be presenting a summary of their recommendations for accomplishing the goal of community oversight of the Tacoma Police Department
		Amendments to the Comprehensive Plan and Land Use Regulatory Code for 2023 Public Hearing De-brief	Planning and Development Services Stephen Atkinson (in-person)	PDS staff will provide a debrief of the City Council's public hearing on June 27, 2023, on the proposed amendments to the Comprehensive Plan and Land Use Regulatory Code for 2023 (2023 Amendment) and identify potential amendments for Council consideration.
		Closed Session	Labor Negotiations	
	City Council Meeting (hybrid Council Chambers /dial-in 5:00 PM)	Systems Transformation Update		
July 18, 2023	Joint City Council / TPU Board Study Session (hybrid Council Chambers /dial-in 12:00 pm)	Continuing Disclosure for Elected/Appointed Officials	Finance Department - Andy Cherullo, Pacifica Law Group - Deanna Gregory & Stacy Lewis (in-person)	This briefing by the City's Bond Counsel, Pacifica Law Group, is to provide the City Council and the Tacoma Public Utility Board with an understanding of their obligations under the City's Disclosure and Post-Issuance Compliance Policy (the "Policy"). As background, the Policy provides a framework for the City of Tacoma's compliance with primary and continuing disclosure requirements under federal securities laws and with post-issuance requirements under federal tax laws for bonds, notes and other obligations issued by the City
		2023 State Legislative Session Briefing	City Manager's Office Government Relations & TPU Government Relations (in-person)	General government and TPU government affairs staff will brief on the 2023 state legislative session and also provide pertinent federal advocacy updates. Staff will also discuss the 2024 legislative session and the process for developing the city legislative priorities.
	City Council Meeting (hybrid Council Chambers /dial-in 5:00 PM)			
July 25, 2023	Study Session (hybrid Council Chambers /dial-in 12:00 pm)	Tacoma First 311 Update	Customer Support 311 - La'Toya Mason (in-person)	
	City Council Meeting (hybrid Council Chambers / dial-in, 5:00 PM)			

Economic Development Committee (EDC)

Committee Members: Blocker (Chair), Daniels (Vice-Chair), Diaz, Bushnell, Alternate-Rumbaugh
Executive Liaison: Jeff Robinson; Coordinator - Cathy Sims

2nd, 4th, and 5th Tuesdays
10:00 a.m.
Hybrid: In-Person & Virtual meeting

CBC Assignments: •Tacoma Arts Commission •Greater Tacoma Regional Convention Center Public Facilities District •City Events and Recognition Committee •Tacoma Creates Advisory Board •Equity in Contracting Advisory Committee

	Topic	Presenter	Description
July 11, 2023	Small Business Technical Assistance Funding Outcomes	Dierdre Patterson, Business & Economic Development Analyst, Community and Economic Development	Staff will present an overview of Technical Assistance provided to small businesses from the Washington State Department of Commerce Small Business Innovation Fund (SBIF). Three businesses who participated in one or more of the SBIF programs will be sharing their experience with the program(s).
July 25, 2023	Farmers Market 2022 Annual Report and Business Incubation Impact	Shari Hart, Economic Development Specialist, Community and Economic Development and representatives from the Tacoma Farmers and Proctor Farmers Markets	The presentation will provide information on these key areas: economic impacts, small business incubation, community health impacts, equity & diversity outreach.
	Business Improvement Area Expansion Update	Debbie Bingham, Program Manager Community and Economic Development Department	
August 8, 2023	Business License Update	Danielle Larson, Tax & License Manager, Finance Department	Staff from Tax & License will provide an update on Business Licenses and related issues.
August 22, 2023	Equity In Contracting Code Update		
August 29, 2023	Minority Business Development Agency Update	Frank Boykin	Can this be moved up?
	Contracting Advisory Committee Interviews	Susan Haigh, Interim City Clerk	

Infrastructure, Planning and Sustainability Committee (IPS)

Committee Members: Walker (Chair), Diaz (Vice Chair), Hines & Ushka; Alternate-Bushnell		2nd and 4th Wednesdays	CBC Assignments: •Sustainable Tacoma Commission •Planning Commission •Landmarks Preservation Commission •Board of Building Appeals •Transportation Commission
Executive Liaison: Mike Slevin; Coordinator: Cathy Sims,		4:30pm Hybrid: In-Person & Virtual Meeting	
	Topic	Presenters	Description
July 12, 2023	Tacoma Recycles Right: Multi-Family Engagement Study	Samantha Lake, Resource Conservation Specialist, Lewis, Griffith, Environmental Services Division Manager	(Add update on Recycle) More than 26,000 Tacoma households live in multifamily properties and rely on individual private property owners to prioritize recycling services and education. Effective strategies are needed to reach this demographic in order to support our recycling sector and divert more waste from the landfill. Therefore, the City of Tacoma's Solid Waste Management department completed a year-long behavior change study to gather feedback from multifamily residents and stakeholders, informing the creation of a multilingual toolkit to help residents recycle right.
July 26, 2023	FAC Progress and Project Cost Update	Nick Anderson, OMB	
	Neighborhood Planning Program Update and Selection Process	Lauren Hoogkamer, Principal Planner, and Anneka Olson, Senior Planner, Neighborhood Planning Program, PDS	Staff will present a brief program update on status of McKinley and Proctor and draft criteria for the selection of the next neighborhood plan location.
August 9, 2023	Cancelled		
August 23, 2023	BOBA Interviews	Susan Haigh, Interim City Clerk	Update Clerk's Office
	TC Interviews	Susan Haigh, Interim City Clerk	

Government Performance and Finance Committee

Committee Members: Hines (Chair), Bushnell (Vice Chair), Rumbaugh, and Walker Alternate - Daniels Executive Liaison: Andy Cherullo; Coordinator - D'Angelo Baker <input type="checkbox"/>		1st and 3rd Tuesdays 10am Room 248	CBC Assignments: •Public Utility Board •Board of Ethics •Audit Advisory Board •Civil Service Board
	Topic	Presenter	Description
July 4, 2023	Cancelled - Independence Day		
July 18, 2023	Monthly Budget Update	Reid Bennion, Lead Budget Analyst, OMB	Monthly budget update and/or briefing on budget related items of interest.
	Review of Letters of Interest for "For" and "Against" Committees for Measures on the November 7, 2023, General Election Ballot	Debra Casparian, Deputy City Attorney, City Attorney's Office	GPF will review letters of interest and make recommendations for the "for" and "against" committees.
	Class and Compensation Overview and Update	Shelby Fritz, Director, Human Resources	
August 1, 2023	Power Trading 101	TPU	
	Open Data Portal	Kathryn Johnston, Budget Officer, OMB; Darryl Burgess, Information Technology Project Manager	
	Title 6 Amendments – Utility Tax Chapters	Danielle Larson, Tax & License Manager	Amendments to the utility tax chapters in Title 6 (6A.40 – Communications Tax, 6A.50 – Electricity Business and Solid Waste Collection, 6A.90 – Natural Gas Tax, 6A.100 – Utilities Gross Earnings Tax – Public Utilities) updating the deduction for recycling haulers and other clean-up of code language.
	Title 6 Amendments – General Clean-Up	Danielle Larson, Tax & License Manager	Review of code language and general cleanup of Title 6 is done every five years. Amendments include correction to code cites and updates to reflect current practices and consistent language between chapters.
August 15, 2023	HB 1091 Clean Fuel Regulations	TPU	
	Climate Commitment Act	TPU	
	Monthly Budget Update	Reid Bennion, Lead Budget Analyst, OMB	Monthly budget update and/or briefing on budget related items of interest.
	Audit Advisory Board Quarterly Meeting		

Community Vitality and Safety			
Committee Members: Ushka (Chair), Blocker (Vice-Chair), Rumbaugh, Daniels, Alternate-Hines		2nd and 4th Thursdays	CBC Assignments: Community's Police Advisory Committee • Human Services Commission • Human Rights Commission • Housing Authority • Commission on Disabilities • Library Board • Tacoma Community Redevelopment Authority • Commission on Immigrant and Refugee Affairs
Executive Liaison: Jacques Colon; Staff Support - D'Angelo Baker		4:30 p.m.	
		Room 248	
	Topic	Presenter	Description
July 13, 2023	Proposal to Amend Chapter 8.17 TMC – False Reports of Crime	Keith A. Echterling, Deputy City Attorney, City Attorney's Office	This is a recommendation to amend Chp. 8.17 of the TMC to adopt the state law False Reporting crime under RCW 9A.84.040 and to update the maximum penalty for the crime of obstructing a public servant to reflect the maximum possible term of confinement to be 364 days (as opposed to one year) and readjust the penalty provision language.
	Managed Intake – Tacoma-Pierce County Humane Society and Animal Control	Captain Corey Darlington, Tacoma Police Department and Leslie Dalzell, Chief Executive Officer, Tacoma-Pierce County Humane Society	TPD Animal Control and TPCHS will provide an informational briefing on the Managed Intake Policy, also known as Appointment-based intake, for animals brought into the TPCHS shelter.
July 27, 2023	Opioid Settlement Update	Jacques Colon, Office of Strategy	
	Minimum Building Structure Code Review	DeJa Irving, Neighborhood and Community Services, Code Compliance	
August 10, 2023	The Mental Health and Substance Use Disorder Sales Tax – Mental Health Assessment	Vicky McLaurin, Interim Assistant Director, Neighborhood and Community Services; Berk & Associates	The City adopted the 1/10th of 1% Mental Health and Substance Use Disorder Sales Tax in 2012. The purpose of the assessment is to review how we used the funding, and future fund.
	Welcoming Interactive Report Out	Lisa Woods, Director of the Office of Equity and Human Rights; Raeshawna Ware, Liaison to Commission on Immigrant and Refugee Affairs (CIRA); Emani Donaldson, CIRA Chair	OEHR will provide a report on the key takeaways from the Welcoming Interactive, inclusive of recommendations on how the City can continue to support immigrant and refugee inclusion.
August 24, 2023	Interviews for the Commission on Disabilities	Doris Sorum, City Clerk	