

Chapter 5.23

RENTAL HOUSING POLICY

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5.23.010 Purpose and intent.

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Auburn. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Auburn. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Auburn. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Auburn residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. (Ord. 6786 § 1, 2020.)

5.23.020 Definitions.

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

- A. "Assisted housing development" means a multifamily rental housing development that both 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.
- B. "Days" means calendar days unless otherwise provided.

- C. "Director" means the director of community development of the city of Auburn department of community development, or the director of community development's designee.
- D. "Dwelling unit" 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.
- E. "Immediate family member" includes the spouse or domestic partner, dependent children, and other dependent relatives.
- F. "Landlord" means a landlord as defined in and within the scope of RCW [59.18.030](#) and [59.18.040](#) of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed. As of the effective date of the ordinance codified in this chapter, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor 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 sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."
- G. "Nonrefundable move-in fees" means nonrefundable 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\(2\)](#).
- H. "Owner" means the owner of record as shown on the last King County tax assessment roll or such owner's authorized agent.
- I. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.
- J. "Rental agreement" 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.
- K. "Security deposit" means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. "Security deposit" does not include a fee.
- L. "Substantial rehabilitation" means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant's dwelling unit at issue. Any "substantial rehabilitation" as provided herein requires displacement of a tenant.
- M. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. (Ord. 6786 § 1, 2020.)

5.23.030 Distribution of information required.

A. Distribution of Resources by Landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the city, with a city of Auburn informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.
2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

B. Distribution of Information Packets by Landlord.

1. The director of community development shall prepare and update as necessary, summaries of this chapter, the Auburn Building and Property Maintenance Code (Chapter [15.20](#) ACC), state RLTA (Chapter [59.18](#) RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter [59.12](#) RCW), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.
2. A landlord shall provide a copy of the summaries prepared by the director of community development to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.
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.
6. The packet prepared by the director of community development 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 of community development liable for any misstatement or misinterpretation of the applicable laws.

C. *Notice of Resources.* A landlord is required to provide a copy of resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW [59.12.030](#). (Ord. 6786 § 1, 2020.)

5.23.040 Deposit requirements, notice of rent increase requirements and installment payments permitted.

A. A landlord may not increase the rent or charge any nonrent charges except in accordance with this section, unless such increase or charge has been agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement:

1. A landlord may not increase the rent of a tenant by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase shall take effect. Any rental increase of five percent or less may be served in accordance with state or other applicable law.

a. Pursuant to RCW [58.19.140](#), if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

b. Any notice of a rent increase shall be served in accordance with RCW [59.12.040](#).

2. Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter. Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts as deposit or security for performance over six months upon moving into the unit. However, additional security deposits may be added for tenants that have pets; provided, that those deposits are reasonable and do not embed other types of deposits or fees.

3. Any fees for late payment of rent shall not exceed \$10.00 per month. 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 attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.

4. No other fees may be charged in connection with the lease or rental agreement unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement; provided, that the landlord may recoup from the tenant actual costs incurred by the landlord and caused by or attributable to the tenant if consistent with the written lease or rental agreement.

- B. *Installment Payments, Generally.* Upon a tenant's written request, tenants may pay security deposits, nonrefundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and nonrefundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.
- C. *Fixed-Term Tenancies for Three Months or Longer.* For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable 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 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, nonrefundable 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.
- E. A tenant's failure to pay a security deposit, nonrefundable 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\(4\)](#), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.
- 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 to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.
- H. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW [59.18.270](#).
- I. Nothing in this chapter prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is

responsible. The landlord may seek attorney's fees for such an action as authorized by Chapter [59.18](#) RCW. (Ord. 6786 § 1, 2020.)

5.23.050 Notice requirement generally – Reasonable accommodation request.

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. (Ord. 6786 § 1, 2020.)

5.23.060 Notice of proposed sale of low-income housing.

A. Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development, shall notify the director of community development of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this subsection, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of community development of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. The following exceptions apply:

1. Properties that are transferred to family members, transferred through will, or that are not listed for sale; or
2. Properties where 20 percent or fewer of the units are studio apartments and that is what is triggering the notice provisions of this section. (Ord. 6786 § 1, 2020.)

5.23.070 Just cause eviction.

Repealed by [Ord. 6966](#).

5.23.080 Compliance and enforcement.

A. *Powers and Duties of the Director of Community Development.*

1. The director of community development is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.
2. The director of community development 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 of community development is authorized to request records from landlord and the landlord shall allow the director of community development 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.

B. *Violation.*

1. If a violation of this chapter occurs, the director of community development shall utilize the procedures outlined in Chapter [5.15 ACC](#).
2. The director of community development may waive or reduce the penalty if the landlord comes into compliance within 10 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 of community development finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director of community development may issue a penalty that shall be \$1,000.
3. Any civil penalties paid by the landlord shall be kept by the city and may be utilized to help offset payments that are due by the tenant.
4. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.
 - a. A landlord who violates this chapter shall be liable for penalties of up to two times the monthly rent of the dwelling unit at issue.
 - b. Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

C. *Administrative Review by the 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 of community development within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the

director of community development 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 of community development 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 of community development shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director of community development'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.

D. *Appeals to the Hearing Examiner of Director's Decision.* Appeal of the director's decision shall be made within 10 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 Chapters [2.46](#) and [5.15](#) ACC. (Ord. 6786 § 1, 2020.)

The Auburn City Code is current through Ordinance 7022, passed May 4, 2026.

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.auburnwa.gov](http://www.auburnwa.gov)

[Hosted by General Code.](#)