

CHAPTER 8.55  
TENANT PROTECTIONS<sup>1</sup>

**§ 8.55.010. Definitions.**

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

- A. “Dwelling” or “dwelling unit” has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined “dwelling unit” to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.
- B. “Landlord” has the same meaning as RCW 59.18.030(16), as may be amended, and excluding the living arrangements identified in RCW 59.18.040. At the time of passage of the ordinance codified in this chapter, the RLTA defined landlord as the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.
- C. “Manufactured/mobile home landlord-tenant act” or “M/MHLTA” means Chapter 59.20 RCW, as may be amended.
- D. “Rental agreement” or “lease” has the same meaning as RCW 59.18.030(30), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “rental agreement” as all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.
- E. “Residential Landlord-Tenant Act” or “RLTA” means Chapter 59.18 RCW, as may be amended.
- F. “Subsidized housing” has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “subsidized housing” as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (1) a federal program or state housing program administered by the Department of Commerce or the Washington State Housing Finance Commission; (2) a federal housing program administered by a city or county government; (3) an affordable housing levy authorized under RCW 84.52.105; or (4) the surcharges authorized in RCW 36.22.178 and 36.22.179 and any of the surcharges authorized in Chapter 43.185C RCW.

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1. Prior legislation: Ord. 19-0484.

- G. “Tenant” has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in RCW 59.18.040 and 59.20.030(24), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement, and RCW 59.20.030 defined “tenant” as any person, except a transient, who rents a mobile home lot.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.020. Applicability.**

KMC §§ 8.55.030 through 8.55.100 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1); Ord. 24-0604 § 1 (Exh. 1))

**§ 8.55.030. Notice of rent increase.**

- A. Any *rental agreement* or renewal of a *rental agreement* shall include, or shall be deemed to include, a provision requiring not less than:
1. One hundred twenty days' written notice for rent increases greater than three percent; or
  2. One hundred eighty days' written notice for rent increases greater than 10 percent.
- B. If the *rental agreement* governs *subsidized housing* where the amount of rent is based on the income of the *tenant* or circumstances specific to the subsidized household, the *landlord* shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected *tenant*.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.040. Move in fees and security deposits - Limits - Exceptions - Payments by tenants.**

- A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month's rent, except in *subsidized housing* where the amount of rent is set based on the income of the tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Section 1437f, commonly known as the choice voucher program.
- B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.
- C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements* may choose to pay move in fees and security

deposits in two equal monthly installments over the first two months occupying the dwelling *unit*.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.050. Late fees - Limits.**

Late fees or costs due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent of the *tenant's* monthly rent.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.060. Late fees - Specification of dates - Notice - Accommodation request not a basis for landlord's refusal to enter rental agreement.**

A. *Rental agreements* shall include or shall be deemed to include a provision stating that when late fees may be assessed after rent becomes due, the *tenant* may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a *landlord* shall agree to such a proposal if it is submitted in writing and the *tenant* can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the *rental agreement*.

B. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant requests the accommodations specified in subsection A of this section.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.070. Requirement of social security number by landlord not required but may be requested - Tenant not agreeing to provide social security number not a basis for landlord's refusal to enter into rental agreement - Allowed information for screening - Allowed landlord actions - Liability of landlord for violation.**

A. A *landlord* shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW 59.18.257. A landlord may request a social security number and screen prospective tenants. A landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant does not agree to provide a social security number. A landlord may utilize information including, but not limited to, previous names, addresses, personal references and work history to screen prospective tenants. A landlord shall maintain the right to take adverse action because of inaccurate, unfavorable or unavailable screening results.

B. A landlord found in violation of subsection A of this section shall be liable to such a prospective tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or one month of rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.075. Just cause for landlord's eviction, refusing to continue tenancy or**

**termination of tenancy - M/MHLTA - Notices.**

*Repealed by Ord. 24-0604.*

(Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.078. Unfair or abusive acts by landlords prohibited.**

*Repealed by Ord. 24-0604.*

(Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.080. Provisions in violation of restrictions null and void - Exemption.**

A. Any provisions in violation of this chapter in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with state or federal law. In the event of any conflict, federal and state requirements shall supersede the requirements of this chapter.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.090. Rental agreement that waives tenant's remedies prohibited - Exception.**

A. No *rental agreement*, whether oral or written, may provide that the *tenant* waives or forgoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A *landlord* and *tenant* may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and
2. The agreement may not appear in a standard form written lease or *rental agreement*; and
3. There is no substantial inequality in the bargaining position of the two parties; and
4. The attorney for the *tenant* has approved in writing the agreement as complying with subsections (B)(1), (2) and (3) of this section.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))

**§ 8.55.095. Defense to eviction.**

It shall be a defense against eviction that a *landlord* is in violation of this chapter.

(Ord. 22-0554 § 2 (Exh. 1); Ord. 24-0604 § 4 (Exh. 1))

**§ 8.55.100. Violation of chapter by landlord - Liability.**

A landlord found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for

the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.

(Ord. 22-0545 § 2 (Exh. 1); Ord. 22-0554 § 2 (Exh. 1))