

CHAPTER 1.100
Landlord Fairness Code Initiative

§ 1.100.010. Findings.

1. The people of the City of Tacoma hereby adopt this citizen initiative for the purpose of protecting families and tenants and reducing homelessness. This measure is intended to:
 - a. Require landlords to comply with tenant protection laws before raising rent or evicting a tenant;
 - b. Prohibit unfair or excessive fees;
 - c. Require landlords to provide notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate;
 - d. Prohibit certain student/school-year evictions, cold-weather evictions, and evictions based upon a tenant's status as service member, first responder, senior, family member, health care provider, or educator; and
 - e. Provide penalties and other enforcement mechanisms.
2. This measure is designed to protect families, promote community, stabilize the rental market, and reduce homelessness. It is Tacoma's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within the City. The regulations contained in this initiative balance the needs of the landlord, tenant, and Tacoma while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. Providing housing for Tacoma residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken.

(Initiative Measure No. 1, 2023-11-07; Subst. Ord. 29086, 2025-12-09)

§ 1.100.015. Definitions.

For the purposes of this chapter:

"Child" or "student" means any person either under the age of 18 years or currently enrolled in a school.

"Deed restricted affordable housing" means real estate that is required to be used as affordable housing for a period of time of at least 30 years pursuant to a restrictive covenant or similar enforceable, recorded instrument, with income targets that are no higher than 80 percent of area median income.

"Dwelling unit" or "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.

"Educator" means any person who works at a school in Tacoma as an employee or

independent contractor of the school or its governing body, including, but not limited to, all teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, cafeteria workers, and maintenance workers.

"Eviction" or "evict" is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease, or seeking a mutual termination agreement.

"Immediate family" 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.

"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.

"Move-in fees" include all charges imposed by the landlord on a tenant prior to taking possession of a dwelling unit, or as a condition of maintaining residency, including, but not limited to, fees required to apply for tenancy (including processing fees and credit and background check charges), security deposits, prepayment of rent (e.g., "last month's rent"), but excluding a valid pet fee.

"Mutual termination agreement" means any agreement by a landlord and tenant to terminate a tenancy.

"Nonprofit entity" is defined under RCW 84.36.560, as it exists or is hereinafter amended, and includes:

- a. "Nonprofit," as defined in RCW 84.36.800, that is exempt from income tax under Section 501(c) of the Federal Internal Revenue Code;¹
- b. "Limited partnership," where a nonprofit as defined in RCW 84.36.800, that is exempt from income tax under Section 501(c) of the Federal Internal Revenue Code, a public corporation established under RCW 35.21.660, 35.21.670, or 35.21.730, a housing authority created under RCW 35.82.030 or 35.82.300, or a housing authority meeting the definition in RCW 35.82.210(2)(a) is a general partner;
- c. "Limited liability company," where a nonprofit as defined in RCW 84.36.800, that is exempt from income tax under Section 501(c) of the Federal Internal Revenue Code, a public corporation established under RCW 35.21.660, 35.21.670, or 35.21.730, a housing authority established under RCW 35.82.030 or 35.82.300, or a housing authority meeting the definition in RCW 35.82.210(2)(a) is a managing member; or
- d. "Mobile home park cooperative" or a "manufactured housing cooperative," as

1. Editor's Note: See 26 U.S.C. § 501(c).

defined in RCW 59.20.030.

"Owner" means one or more persons, or entities, jointly or severally, in whom is vested:

- a. All or any part of the legal title to property; or
- b. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

"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. "Retaliatory eviction" is an eviction in response to a tenant's assertion of rights or protections afforded under this chapter or another tenant protection law.

"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.

"Retaliation" has the same meaning as "reprisal or retaliatory action" under RCW 59.18.240.

"School" means any child care, early childhood education and assistance program, or head start facility, and any public, private, or parochial institution that provides educational instruction in any or all of the grades and age groups up to and including 12th grade.

"School year" means the period from (and including) the first day of the academic year to the last day of the academic year, as set by Tacoma Public Schools, or its successor, on its calendar for first through twelfth grade students. If for those grades there are multiple dates for the first day or last day of the academic year, the earliest and latest dates, respectively, shall define the period.

"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.

"Tenant protection laws" includes this chapter, RCW 59.18.060, RCW 59.18.240, and any other Federal, State, or local law or regulation designed to protect tenants, regardless of whether such laws or regulations are enacted before or after this chapter. (Initiative Measure No. 1, 2023-11-07; Subst. Ord. 29086, 2025-12-09)

§ 1.100.017. Exemptions.

1. A dwelling unit is exempted from Chapter 1.100 of the Tacoma Municipal Code if it is owned or managed by:
 - a. The Tacoma Housing Authority; or

- b. A nonprofit entity, and the dwelling unit is held as deed-restricted affordable housing.
 2. Notwithstanding subsection 1, landlords exempt under subsection 1 above must comply with tenant protection laws before evicting a tenant.
 3. The exemption outlined in subsection 1 shall only apply 30 days after a landlord notifies their tenants in writing. For any rental agreement put in place after January 1, 2026, the landlord must include information about this exemption in any Rental Agreement for applicable dwelling units.
- (Subst. Ord. 29086, 2025-12-09)

§ 1.100.020. Adopting Landlord Fairness Code.

Through this initiative, the people of the City of Tacoma adopt the following Landlord Fairness Code to protect tenants in our City, as further outlined in this initiative:

1. Landlords must comply with tenant protection laws before raising rent or evicting a tenant.
2. Landlords must not charge unfair or excessive fees.
3. Landlords must give advanced notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate.
4. Landlords are prohibited from carrying out student/school-year evictions, cold-weather evictions, and evictions based upon a tenant's status as a service member, first responder, senior, family member, health care provider, or educator.
5. It shall be a defense to eviction for a landlord to be in violation of the Landlord Fairness Code as set forth herein.

(Initiative Measure No. 1, 2023-11-07)

§ 1.100.030. Landlords must comply with tenant protection laws.

1. Landlords must comply with all tenant protection laws. Landlords in violation of such laws may not increase rent or evict a tenant, as provided in this section.
2. A landlord shall be prohibited from increasing a tenant's rent if:
 - a. The landlord is determined to be in violation of tenant protection laws related to health and safety, according to the procedures detailed in TMC § 2.01.050; or
 - b. The dwelling unit has defective conditions making the dwelling unit uninhabitable, if a request for repairs to make the dwelling unit habitable has not been resolved, or the landlord is otherwise in violation of RCW 59.18.060, as it exists or may be amended. If the tenant believes the dwelling unit has defective conditions making the unit uninhabitable or in violation of RCW 59.18.060, the tenant shall notify the landlord in writing as required by RCW 59.18.070, specifying the premises involved; the owner's name, if known; and

the nature of the defective condition before the effective date listed in the notice of rent increase. Once such notice of defective condition is provided, the landlord must remedy the defective condition and provide notice of such remedy to the tenant and the City before rent may be increased.

3. It shall be a defense against eviction that the landlord is, at time of eviction, in violation of tenant protection laws related to health and safety, pursuant to the procedures set forth in paragraph 2 of this section.

(Initiative Measure No. 1, 2023-11-07)

§ 1.100.040. Landlords must not charge unfair or excessive fees.

1. Landlords are prohibited from charging tenants “unfair or excessive fees.” As used in this section, “unfair or excessive fees” means any of the following:
 - a. Any rental application fees not complying with RCW 59.18.257.
 - b. Any non-refundable fee charged at the beginning of the tenancy, including but not limited to a fee to hold a unit prior to the tenant taking possession, except as specifically allowed in this section or that is specifically allowed under state law.
 - c. A pet damage deposit exceeding 25 percent of one month’s rent or where the landlord may retain any part of the pet deposit exceeding the actual costs of repairing the pet damage.
 - d. Move-in fees that in total exceed the first month’s rent. If a tenant pays a portion of rent and the remainder is covered by a subsidy, “first month’s rent” includes both the tenant’s payment and subsidy.
2. Any rental agreement shall be deemed void to the extent it requires payment of fees prohibited by this section. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

(Initiative Measure No. 1, 2023-11-07; Subst. Ord. 29086, 2025-12-09)

§ 1.100.050. Relocation assistance when significant rent increases require tenants to relocate and for unlawful buildings.

1. At any time after receiving a notice of a rent increase of 5 percent or more, a tenant deciding to relocate rather than paying the rent increase may send the landlord a request for relocation assistance. Within 30 days of receiving such request, landlords must pay the relocation assistance to tenant. Payment of relocation assistance shall be per dwelling unit, not per person, and shall be split evenly among all the tenants.
2. The tenant relocation assistance amounts shall be equal to two months of rent for rent increases of 5 percent or more within a 12-month period. However, if the notified rent increase is over 7.5 percent within a 12-month period, the relocation assistance shall be equal to two and a half months of rent, and if the notified rent increase is over 10 percent within a 12-month period, the relocation assistance shall

be equal to three months of rent. This scale is adopted in recognition of the additional time required to find replacement housing when a tenant's current rent is below market rate. Tenant relocation assistance shall be calculated based upon the rent in effect at the time of the rent increase notice.

3. Landlords shall provide copies of the request for relocation assistance and confirmation of payment to the Landlord-Tenant Coordinator or other city designated official.
4. In the event that the tenant fails to relocate by the end of the lease period or signs a new lease to remain in the dwelling unit, the tenant must repay the relocation assistance within 10 days.
5. The requirement to pay tenant relocation assistance will not apply to:
 - a. A landlord and tenant living on the same site if the site has four or fewer dwelling units;
 - b. Tenants who have lived in the dwelling unit for less than six months;
 - c. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence due to active duty military service.
6. Landlords are required to comply with the relocation assistance and related requirements pursuant to RCW 59.18.085, Rental of condemned or unlawful dwelling – Tenant's remedies – Relocation assistance – Penalties.
(Initiative Measure No. 1, 2023-11-07; Subst. Ord. 29086, 2025-12-09)

§ 1.100.060. Student/school-year eviction defense.

1. Except as provided in TMC § 1.100.065, it shall be a defense to eviction if the eviction qualifies as a student/school-year eviction or a cold-weather eviction.
2. An eviction qualifies as a student/school-year eviction if it would require the tenant to vacate their dwelling unit during the school year and the tenant or any resident of the dwelling unit is:
 - a. A child or student;
 - b. A person having legal custody of a child or student, including but not limited to the child's or student's parent, step-parent, adoptive parent, guardian, foster parent, or custodian; or
 - c. An educator.

(Initiative Measure No. 1, 2023-11-07; Subst. Ord. 29086, 2025-12-09)

§ 1.100.063. Cold weather eviction prohibition.

1. Except as provided in TMC § 1.100.065, evictions are prohibited between November 15 and March 15.

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2. Notwithstanding the prohibition in subsection 1, this eviction prohibition does not apply if the owner of the housing unit that the tenant would have to vacate is a person who owns four or fewer rental housing units in the City of Tacoma.

(Subst. Ord. 29086, 2025-12-09)

§ 1.100.065. Student/school-year defense and cold weather eviction prohibitions — Exceptions.

1. The evictions in Section 1.100.060 and Section 1.100.063 do not apply and prevent an eviction if the reason for termination of the tenancy is due to:

- a. The conditions described in TMC § 1.95.070.D.7.c, relating to waste, nuisance, and illegal activity; § 1.95.070.D.7.d, relating to owner or family to occupy the unit; 1.95.070.D.7.e, relating to owner selling the unit; § 1.95.070.D.7.h, relating to the unit being condemned or uninhabitable; § 1.95.070.D.7.i, related to desire for a roommate to vacate, or § 1.95.070.D.7.p, related to sexual harassment by tenant.

- b. The owner seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot.

(Subst. Ord. 29086, 2025-12-09)

§ 1.100.070. Prohibiting evictions based upon tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

1. The people of Tacoma hereby declare their intent to outlaw discriminatory evictions against members of the military, first responders, seniors, family members, health care providers, and educators. Additional protection is provided to these groups of tenants because they serve an essential role in our community, they have been subject to documented discrimination in the rental housing market, or they are likely to face discrimination in the rental market.

2. It shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant based upon the tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

3. To carry out the policy protecting family members, it shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant or the tenant's immediate family members based upon a tenant's immediate family members residing in the unit, absent a violation of occupancy limits under federal, state, or local law.

(Initiative Measure No. 1, 2023-11-07)

§ 1.100.080. Adopting penalties and procedures.

1. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in Pierce 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 actual damages, costs, reasonable attorney's fees, and expenses.

2. A landlord who violates this chapter shall also be liable for penalties of not less than \$500 and up to five times the monthly rent of the dwelling unit at issue, per violation. If the violation constitutes failure to pay a valid request for relocation assistance, the penalty shall be no less than three times the relocation assistance. If the violation constitutes imposition of a monthly or periodic rent that is illegal under this chapter, the penalty shall be no less than three times the monthly or periodic rent.
3. 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.
4. A tenant or an organization representing tenants may seek injunctive relief on their own behalf or on behalf of other affected tenants.
5. A landlord may seek a court order allowing a particular eviction or exempting them from a provision of this chapter if they can show that a provision of this chapter, if fully enforced, would constitute either:
 - a. An undue and significant economic hardship. Undue hardship must be based on an individualized assessment of current circumstances that show how a specific unit's unpaid rent would cause significant difficulty to its owner. A determination of undue hardship should be based on several factors, including but not limited to:
 - (1) The amount of unpaid rent and underlying cost of maintaining the unit, such as required mortgage payments, utilities, and any other expenses the landlord is obligated to pay associated with the unit.
 - (2) The overall financial resources of the owner; the number of units owned by the landlord; type and location of facilities of the owner (if the facility involved in renting the unit is part of a larger entity); the effect on the owner's expenses and resources.
 - (3) Personal hardship the owner may be experiencing that could impact their finances. This may include, but is not limited to, hardship caused by illness or accident, unemployment, family situation such as divorce, or job relocation, or
 - b. A takings under the United States or Washington State constitutions, or
 - c. That the chapter as applied is preempted by federal or state law.
6. Retaliation and retaliatory evictions constitute a violation of this ordinance and

subject to all remedies provided in this section.

7. Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.
8. Retaliation and retaliatory evictions constitute a violation of this ordinance and subject to all remedies provided in this section.
9. Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

(Initiative Measure No. 1, 2023-11-07; Subst. Ord. 29086, 2025-12-09)

§ 1.100.090. (Repealed)

(Definitions. Initiative Measure No. 1, 2023-11-07; repealed by Subst. Ord. 29086, 2025-12-09)

§ 1.100.100. Miscellaneous provisions.

1. Nothing in this chapter eliminates a tenant's rights under a rental agreement, including the right to civil relief if a landlord terminates a rental agreement before its expiration.
2. All written notices required under this chapter must be served in a manner consistent with RCW 59.12.040.
3. The provisions of this chapter may not be waived, and any term of any rental agreement, contract, mutual termination agreement, or other agreement which purports to waive or limit a tenant's substantive or procedural rights under this chapter are contrary to public policy, unenforceable, and void. A landlord may not coerce a tenant to sign a mutual termination agreement. If a tenant has agreed to terminate a tenancy, whether within a rental agreement, in a separate termination agreement, or otherwise, the tenant may rescind such agreement to terminate:
 - a. Within 10 business days after signing the agreement by delivering written notice of rescission to the landlord; or
 - b. By delivering written notice of rescission to the landlord at a later time, if the tenant agreed to terminate without representation by an attorney or other tenant advocate or outside of a proceeding mediated by a neutral third party. Nothing in this paragraph shall be interpreted or applied so as to create any power or duty in conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this paragraph.
4. The provisions of this chapter are declared to be separate and severable. If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect any other provision or application of this chapter that can be given effect without the invalid provision or application. All provisions in this chapter should be read in harmony with state and federal law, and if there is any question or conflict between Tacoma and state law, state law will

apply. If a provision or its application is declared invalid due to preemption by state or federal law, then the remainder shall remain valid.

5. Any ambiguity in this chapter shall be construed in favor of the tenant. Statements that non-compliance with certain provisions constitutes a violation of this chapter and/or are subject to penalties are provided for emphasis only and such statements shall not be construed to mean that non-compliance with other provisions does not constitute a violation subject to penalties.
6. The subject of this initiative is reducing homelessness by regulating the housing rental market.
7. This Act shall be known as the Tacoma Landlord Fairness Code Initiative. (Initiative Measure No. 1, 2023-11-07; Subst. Ord. 29086, 2025-12-09)