

ORD C _____

An Ordinance of the City of Spokane to ensure tenant protections during the Spokane Complex Fire and similar emergencies, amending sections _____ and _____ of the Spokane Municipal Code, declaring an emergency.

WHEREAS, devastating wildfires began on August 1, 2026, spreading quickly throughout the City of Spokane and its surrounding communities ("Spokane Complex Fire"); and

WHEREAS, Section 02.04.030 of the Spokane Municipal Code authorizes the Mayor to issue a declaration of civil emergency when there is a threat of death or injury of persons or the destruction of or damage to property requiring extraordinary and immediate measures to protect the public peace, safety and welfare; and

WHEREAS, on August 1, 2026 and August 4, 2026, the Mayor of Spokane issued two Executive Orders declaring an emergency arising from the Spokane Complex Fires; and

WHEREAS, on August 19, 2026, the Spokane City Council unanimously ratified the Mayor's Executive Orders; and

WHEREAS, the Spokane Complex Fires have burned more than 5,000 acres, destroyed more than 1,000 structures and houses, and affected thousands of residents throughout the region, displacing numerous individuals from their homes; and

WHEREAS, the majority of the City's residents are tenants; and the Spokane Complex Fires displaced many residential tenants in addition to homeowners; and

WHEREAS, displaced households within the City and nearby communities add pressure to the rental housing market, and it is critical that the City protect residents from unwarranted eviction and displacement; and

WHEREAS, the tenants most in danger of eviction for nonpayment of rent in the wake of the Spokane Complex Fires and similar emergencies are those least able to weather the impact of job loss or reduction in income; and

WHEREAS, the most common basis for eviction in Spokane County is nonpayment of rent with more than 60% experiencing disability; and

WHEREAS, on February 2, 2026, the City Council adopted Ordinance C36808 relating to evictions, establishing new requirements to help prevent evictions of tenants from

residential tenancies, and enacting new sections 10.57.200 through 10.57.250 of the Spokane Municipal Code; and

WHEREAS, Ordinance C36808 establishes a temporary, affirmative defense to an eviction proceeding or other action to recover possession of real property and

WHEREAS, the City Council finds that the onset of the Spokane Complex Fires and aftermath is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of harm to the community; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from the aftermath of the Spokane Complex Fires without causing or exacerbating harm to the community; and

WHEREAS, the Spokane City Council finds that the protections afforded by this ordinance to residential rental is necessary for the protection of necessary for the immediate preservation of the public peace, health, or safety;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of this emergency ordinance.

Section 2. That there is adopted a new Section 10.57.____ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ PURPOSE

The purpose of Section 10.57.____ through 10.57.____ is to provide short-term relief from eviction for residential tenants during natural disasters, civil emergencies or other significant community events, and these sections are to be liberally construed to achieve that purpose.

Section 3. That there is adopted a new Section 10.57.____ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ DEFINITIONS

- A. "Qualifying Event" means a civil emergency, natural disaster or other event resulting in the declaration of an emergency by the Mayor pursuant to Chapter 02.04 of this Code and:
1. The Qualifying Tenant's place of employment or business was destroyed or rendered uninhabitable due to the Qualifying Event and resulted in actual loss of wages;
 2. The economic impact of the Qualifying Event resulted in the layoff, reduction of work hours, or reduction in pay of the Qualifying Tenant by his or her employer; or
 3. The Qualifying Tenant suffered a demonstrable loss of business clients who were located in the geographic area affected by the Qualifying Event, resulting in a loss of income to the Qualifying Tenant.
- B. "Financial Impact" means a Qualifying Tenant's loss of at least ten percent (10%) of their average monthly household income earned immediately preceding the Qualifying Event, as may be established by pay stubs, payment receipts, letters from employers, or other evidence dated during the period three months before the Qualifying Event. Income replaced through unemployment insurance, emergency benefits, or any other source shall be considered when calculating a Qualifying Tenant's Financial Impact.
- C. "Landlord" means an owner of real property for residential rental purposes.
- D. "Protection Time Period" means that period of time during which the declaration of emergency issued pursuant to SMC 02.04 remains in effect.
- E. "Qualifying Tenant" means a residential tenant who resides in a rental unit or rents a mobile home from a mobile homeowner (collectively, "rental unit") who:
1. Resided in their rental unit at the time of the Qualifying Event; and
 2. Suffered a Financial Impact arising from the Qualifying Event; and
 3. Has begun "Income Replacement Efforts," which means:
 - a. Enrolling in or applying for a relief program for victims of the Qualifying Event; or
 - b. Is applying for unemployment benefits or other qualifying income assistance program.
- F. "Rent" or "Rental Debt" means and includes rent and any late charges, interest, or other fees owed for occupancy of rental unit.
- G. "Repayment Time Period" means the twelve (12) months following the expiration or termination of the Protection Time Period.

Section 4. That there is adopted a new Section 10.57.____ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ Tenant Protections

- A. Nonpayment of Rent. During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action for nonpayment of Rent accrued during the Protection Time Period if the Qualifying Tenant:
1. Self-certifies in writing, under penalty of perjury, that they are unable to pay Rent due to Direct Financial Impacts related to the Qualifying Event, that they are Income Eligible, and that they have begun Income Replacement Efforts; and
 2. Provides the aforementioned self-certification to the Landlord, or Landlord's agent, within seven (7) days of each month their Rent is due.
- B. Time to Pay rental Debt. Qualifying Tenant who was unable to pay Rent during the Protection Time Period, shall have up to twelve (12) months after the termination of the Protection Time Period to repay such Rental Debt.
- C. Partial Payments and Payment Plans. Qualifying Tenants and Landlords are encouraged to agree on a payment plan during the Protection Time Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial Rent payments, or a Qualifying Tenant from making such payments, if the Qualifying Tenant is financially able to do so.
- D. Failure to Pay Back Rent Not Ground for Eviction. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay back unpaid Rent during the Protection Time Period, under the terms of a payment plan, or during the Repayment Time Period. Any term in a payment plan that allows eviction due to the Qualifying Tenant's failure to comply with the terms of the payment plan is void as contrary to public policy.
- E. . Application of Rental Payment. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay Rent during the Protection Time Period or the Repayment Time Period if a Landlord applies a rental payment to any Rental Debt other than to the prospective month's Rent, or

such other month's Rent or Rental Debt that the Qualifying Tenant specifies, unless the Qualifying Tenant has agreed in writing to allow the payment to be otherwise applied. Nothing in this Ordinance shall be construed as preventing a Landlord from applying aid or relief payments made on behalf of Qualifying Tenants, to a Qualifying Tenant's Rental Debt accrued during the Protection Time Period.

Section 5. That there is adopted a new Section 10.57.____ of Chapter 10.57 of the Spokane Municipal Code to read as follows:

Section 10.57.____ Remedies

- A. Affirmative Defense. Any protections provided under this Ordinance shall constitute an affirmative defense for a Qualifying Tenant in any unlawful detainer action brought pursuant to **Chapter 59.18 RCW, the Washington State Residential Landlord Tenant Act.** to recover possession of a residential rental unit based on nonpayment during the Protection Time Period and the Repayment Time Period, or seeking repayment of Rental Debt during the Protection Time Period and the Repayment Time Period. The Qualifying Tenant shall have the burden to prove, by a preponderance of evidence, the factual basis of their affirmative defense, including the timeliness and merit of any self-certification of a Direct Financial Impact related to the Qualifying Event made pursuant to this Ordinance. Nothing in this Ordinance shall be construed to preclude a Landlord from filing an unlawful detainer action if a self-certification is untimely or if the Landlord demonstrates by clear and convincing evidence that a Qualifying Tenant's self-certification is materially false, incorrect, or fraudulent.
- B. Nonexclusive Remedies and Penalties. The remedies provided in this Ordinance are not exclusive, and nothing in this Ordinance shall preclude a Qualifying Tenant from seeking any other remedies or penalties available by state law or private right of action.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 8. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date