ORDINANCE NO. 2989

AN ORDINANCE of the City of Kent, Washington, relating to landlord-tenant law, requiring that a landlord provide notice of just cause to evict a tenant, or to terminate and/or refuse to renew a rental agreement; providing enforcement mechanisms and penalties for violations.

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Short Title and Purposes.

A. This ordinance shall be known and may be cited as the "Just Cause Eviction Ordinance." The general purposes of this ordinance are to promote the availability, accessibility and retention of rental housing to all persons in the City; to prohibit landlords from engaging in unfair or arbitrary eviction practices by protecting good tenants from 'no cause' evictions and possible homelessness; to provide enforcement mechanisms and penalties for the accomplishment of such purposes, and to these ends this ordinance shall be liberally construed.

B. Nothing in this ordinance shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights.

C. Nothing contained in this ordinance is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees or
agents, for any injury or damage resulting from or by reason of any act or omission in connection with the implementation or enforcement of this ordinance on the part of the City by its officers, employees or agents.

Section 2. Definitions. Definitions used in this ordinance shall have the following meanings, unless an additional meaning clearly appears from the context:

A. "City" means the City of Kent.

B. "Duplex" means a single structure containing two (2) dwelling units.

C. "Dwelling unit" means 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.

D. "Landlord" 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 landlord.

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

(1) All or any part of the legal title to property; or

(2) All or part of the beneficial ownership, and a right to present use and enjoyment of the property.
F. "Person" means an individual, group of individuals, corporation, government or governmental agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity.

G. "Premises" means a dwelling unit, appurtenances thereto, grounds, and facilities held out for the use of tenants generally and any other area or facility which is held out for use by the tenant.

H. "Rental agreement" means all agreements, whether oral or written, which establish or modify the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a dwelling unit or the property on which it is located.

I. "Tenant" is any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

Section 3. Living Arrangements Exempted from this Ordinance. The following living arrangements are not intended to be governed by the provisions of this ordinance, unless established primarily to avoid its application, in which event the provisions of this ordinance shall control:

A. Temporary residence in emergency shelter or transitional housing operated by an agency serving homeless families and/or persons, for which the agency and resident agree in advance to the term of residence, program fees, and any other program requirements that the resident must fulfill to maintain residency;
B. Residence in a retirement, convalescent or group home, halfway house or other shared dwelling owned or leased by a social service agency, for which occupancy in the dwelling requires continued participation by the resident in a social service program operated by the agency;

C. Residence by the tenant in the owner’s own dwelling unit;

D. Residence by the tenant in one of the two dwelling units of a duplex, if the owner occupies the other unit;

E. Residence by a sublessee in a dwelling unit which is also occupied by the lessee for residential purposes;

F. Residence in a dwelling unit by a tenant who is also an employee of the landlord or owner, and whose right to occupy is conditioned upon employment in or about the premises;

G. Residence in dwelling units by seasonal agricultural employees which residency is provided in conjunction with such employment; and

H. Residence in a hotel, motel, or other transient lodging whose operation is defined in RCW 19.48.010.

Section 4. Waiver of Ordinance Provisions Prohibited. Any provisions of a rental agreement which purport to waive any right, benefit or entitlement created by this ordinance shall be deemed void and of no lawful force or effect.

Section 5. Termination or Nonrenewal of Rental Agreement for Just Cause. No landlord or owner shall evict or attempt to evict any tenant from a dwelling unit; nor shall any landlord or
owner terminate or refuse to renew any residential rental agreement for a dwelling unit; except for just cause. The following reasons for eviction, termination or nonrenewal of a rental agreement, and no others, shall constitute just cause under this ordinance:

A. The tenant fails to comply with a notice to pay rent or vacate pursuant to RCW 59.12.030(3); a ten (10) day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three (3) day notice to vacate for waste, nuisance or maintenance of an unlawful business pursuant to RCW 59.12.030(5);

B. The tenant habitually fails to pay rent when due which causes the owner or landlord to notify the tenant with a three (3) day pay or vacate notice of late rent four (4) or more times in a twelve (12) month period;

C. The tenant fails to comply with a material term of the rental agreement or fails to comply with a material obligation under RCW 59.18 after service of a ten (10) day written notice pursuant to Section 5(A) of this ordinance to comply, quit or vacate;

D. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner or landlord to serve a ten (10) day notice to comply or vacate three (3) or more times in a twelve (12) month period;

E. The owner seeks possession for the owner or a member of his/her immediate family and no substantially equivalent unit is vacant and available in the same building; provided that the tenant shall be given the right of first refusal for any dwelling unit that is vacant within the premises at the time the notice of termination or nonrenewal is served. "Immediate family" shall be
limited to the spouse, parents, grandparents, children, brothers and sisters of the owner or owner’s spouse;

F. The owner seeks to do major reconstruction or rehabilitation in the building which cannot be done with tenants in occupancy. Any tenants dispossessed pursuant to this provision shall be given a right of first refusal for the rehabilitated units;

G. The owner elects to demolish the building, convert it to a condominium or a cooperative, or convert it to a nonresidential use; provided that the owner has obtained all permits which are necessary to demolish or change the use before terminating any tenancy, and further, that the owner has complied with the notice to tenant provisions of Kent City Code Chapter 9.22;

H. The owner seeks to discontinue use of a housing unit unauthorized by the Zoning Code, Title 15 of the Kent City Code, after owner’s receipt of a Notice of Violation from the City;

I. The landlord or owner has entered into a contract for sale of the property with a buyer who intends to occupy the unit, and the seller seeks to terminate the tenancy at the end of the rental period immediately preceding the sale of the property; provided that the tenant shall be given the right of first refusal for occupancy of the unit if the sale does not close or if the unit is offered for lease following the sale;

J. The tenant engages in criminal activity on the premises. A landlord seeking to evict a tenant pursuant to this subsection need not produce evidence of a criminal conviction, even if the alleged misconduct constitutes a criminal offense;
K. The tenant engages in drug-related activity on the premises, or allows a subtenant, sublessee, resident or anyone else to engage in drug-related activity on the premises with the knowledge or consent of the tenant. "Drug-related activity" means that activity which constitutes a violation of Chapter 69.41, 69.50 or 69.52 RCW. A landlord seeking to evict a tenant pursuant to this subsection need not produce evidence of a criminal conviction, even if the alleged misconduct constitutes a criminal offense. As set forth in RCW 59.18.180, if drug-related activity is alleged to be the reason for termination, the landlord may proceed directly to an unlawful detainer action; and

L. The owner desires to discontinue renting the premises or building and does not enter into any subsequent lease or rental agreement for the unit for a period of at least nine (9) months; provided that the tenant shall have the right of first refusal for occupancy of the unit if the unit is offered for rent prior to the expiration of the nine (9) month period.

Section 6. Termination or Nonrenewal of Tenancy. With any termination notices required by law, owners or landlords terminating or not renewing a rental agreement for any tenancy protected by this ordinance shall advise the affected tenant(s) in writing of the reasons for the termination. If the landlord or owner cites just cause for termination or nonrenewal of the rental agreement, the landlord or owner may recover possession of the dwelling unit or property in the manner provided by law. In any action for possession of the dwelling unit, the landlord or owner may only rely on the reasons which were set forth in the notice of termination or nonrenewal.

Section 7. Affirmative Defense of Tenant in Subsequent Legal Action. If the landlord or owner fails to give the required written notice, or the notice fails to adequately inform the
tenant of the reason for the termination or nonrenewal, or the reason stated for termination or nonrenewal is not one of the reasons identified herein as just cause, then this fact may be presented by the tenant as a defense in any action for possession of the dwelling unit.

Section 8. Landlords Shall Not Evade the Provisions of this Ordinance. A landlord shall not increase any tenant’s rent or change the terms and conditions of any rental agreement, reduce services to the tenant, or in any manner increase the obligations of the tenant when such actions are intended to evict the tenant or otherwise cause the tenant to vacate without just cause. The landlord’s initiation of any of these actions shall create a rebuttable presumption affecting the burden of proof that the action is an attempt to evade the provisions of this ordinance: PROVIDED, that no presumption against the landlord shall arise under this section with respect to an increase in rent, if the landlord, in a notice to the tenant of increase in rent, specifies reasonable grounds for said increase.

Section 9. Landlords to Post and Provide Copy of this Ordinance to Tenant. A landlord or owner shall:

A. Conspicuously post and reasonably maintain a copy of this ordinance in common areas frequented by tenants informing them of their rights under the ordinance; and

B. In addition to inserting the ‘just cause’ information required by Section 6 of this ordinance on a termination notice to the tenant, attach a copy of this ordinance to such notice.

Section 10. Complaint -- Filing. A complaint may be made with the Kent City Attorney’s Office by any aggrieved tenant
who has reason to believe that a violation of Section 9 of this ordinance has occurred. The complaint shall be in writing, signed by the tenant within ninety (90) days of the alleged violation, include a description of the persons responsible for the violation(s), and other necessary information concerning the dates, location and circumstances of the violation.

Section 11. Enforcement and Civil Penalty.

A. In addition to any other sanction or remedial procedure which may be available, each act or omission in violation of Section 9 of this ordinance shall constitute a civil infraction which shall be punishable by imposition of a monetary penalty in the amount of One Thousand Dollars ($1,000.00).

B. The City Attorney shall have responsibility for enforcement of this ordinance.

Section 12. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 13. Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after its passage, approval and publication as provided by law.

DAN KELLEHER, MAYOR
ATTEST:

BRENDA JACOBER, DEPUTY CITY CLERK

APPROVED AS TO FORM:

ROGER A. LUBOVICH, CITY ATTORNEY

PASSED the _____ day of ____________, 1991.
APPROVED the _____ day of ____________, 1991.
PUBLISHED the _____ day of ____________, 1991.

I hereby certify that this is a true copy of Ordinance No._______, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

(SEAL)
BRENDA JACOBER, DEPUTY CITY CLERK