ORDINANCE NO. 4070

AN ORDINANCE of the City Council of the city of Kent, Washington, amending Chapter 5.14 of the Kent City Code entitled "Rental Housing Safety" to simplify the STAR program, and to clarify that the business license requirements and fees set forth in Chapter 5.01 KCC apply to rental properties.

RECITALS

A. On September 18, 2007, the city of Kent adopted Ordinance No. 3860, which implemented the City's Rental Housing Safety Program which is administered by the Kent Police Department. This ordinance is codified at Ch. 5.14 KCC. The purpose of the program is to assist landlords of rental properties of two units or more in reducing the occurrence of criminal conduct on rental properties, and providing tenants with safe rental housing options.

B. The program provides the opportunity for landlords to voluntarily enter the City's STAR program, which requires compliance with certain safe housing practices, such as background checks for managers and lease addendums that allow the landlord to evict tenants for repeat criminal conduct. Landlords who participate in the STAR program can advertise that their property is STAR compliant, and they receive a waiver of their annual business licensing fee. The chapter also increases licensing
fees for landlords who take no action to curtail criminal conduct on the rental properties or who allow for code violations such as nuisances to occur on the property.

C. This ordinance will amend the Rental Housing Safety chapter to specify that the general business license code and fees apply to businesses such as rental properties of two units or more, and simplifies the STAR program so that it is more efficient for the Police Department to administer.

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

ORDINANCE

SECTION 1. - Amendment. Chapter 5.14 of the Kent City Code is amended as follows:

Sec. 5.14.010 Findings. The council declares that the citizens of the city of Kent have a right to safe rental housing and that the city should assist rental property owners and managers in order to reduce the occurrence of criminal conduct on rental properties. The council finds that it is a reasonable exercise of its police powers to require rental property owners to take reasonable steps to prevent the use of rental property for criminal purposes, and that rental property owners should be penalized in the event they take no action to discourage crime from reoccurring on their rental properties. The council further finds that a program that provides incentives to property owners who take proactive steps to prevent criminal conduct on rental property will serve the public health, safety, and welfare.
Sec. 5.14.020 Definitions. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

A. Code enforcement officer shall have the same meaning as provided in Ch. 1.04 KCC.

B. Criminal conduct shall mean any criminal act that is defined by the city of Kent, the state of Washington, or the United States as a misdemeanor, gross misdemeanor, felony, or a crime, or is otherwise punishable by a sentence in a correctional facility, jail, or prison, that substantially affects the health and safety of the tenant or other tenants. Gang or gang-related activity, as those terms are defined by RCW 59.18.030, shall also be considered criminal conduct. The term shall also include drug-related activity, the seizure of illegal drugs, and the requirement that a tenant register as a sex offender.

C. Dwelling unit shall mean a unit within rental property further defined as:

1. 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 units of rental property, mobile homes as that term is defined in RCW 59.20.030, and manufactured homes as that term is defined in RCW 59.20.030;

2. A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation; or
3. One (1) room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure or on the same property, and containing independent cooking and sleeping facilities.

D. *Landlord* shall mean the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part and any person designated as a representative of the landlord; any person or business entity such as a corporation, limited liability corporation, partnership, or agency that owns, operates, or manages rental housing or rental property; and in addition means any person designated by the landlord who has authority to sign a lease or rental agreement.

E. *Police officer* shall mean any general authority, limited authority, or specially commissioned Washington peace officer, or any federal peace officer, as those terms are defined by Chapter 10.93 RCW, as now enacted or hereafter amended.

F. The phrase *reasonable steps to reduce the likelihood that criminal conduct will reoccur on the property* requires the landlord to report criminal conduct that occurs on the property whenever the commission of criminal conduct on the rental property is suspected, and further requires the landlord to take other steps to prevent the recurrence of crime, which may include, but are not limited to, one of the following:

1. The landlord and onsite managers of the rental property attend and complete the city’s landlord training program or an equivalent training program approved by the city within ninety (90) days from the date the notice pursuant to KCC 5.14.080(B) is issued; or
2. The landlord pursues eviction to judgment of the tenant who is the subject of a notice issued pursuant to KCC 5.14.080(B), and begins the eviction process within thirty (30) days from the date such notice is issued; or

3. In the event the landlord has not previously utilized a crime-free housing addendum, the landlord utilizes a crime-free housing addendum for the tenant who is the subject of a notice issued pursuant to KCC 5.14.080(B) within sixty (60) days from the date the notice pursuant to KCC 5.14.080(B) is issued; or

4. In the event the rental property, through its landlord, is not a participant in the STAR program, the rental property participates in the STAR program within ninety (90) days from the date the notice is issued pursuant to KCC 5.14.080(B); or

5. The landlord requests the city’s assistance pursuant to KCC 5.14.140.

G. Rental agreement or lease shall have the same meaning as the term "rental agreement" defined in RCW 59.18.030, as now enacted or hereafter amended or recodified.

H. Rental housing or rental property shall mean a rental housing facility of two (2) or more dwelling units that are rented or intended to be rented, are located on a single parcel or lot, and for which a postal address exists or may exist for each individual unit, and the common areas and appurtenances to the rental housing facility, provided, these terms shall also include any mobile home park or manufactured housing community as those terms are defined by RCW 59.20.030 as now enacted or hereafter amended. The terms shall not include the following:

1. A condominium complex;
2. A retail, commercial, or industrial rental;
32. A properly registered and licensed nursing home; or
33. A properly registered and licensed assisted living facility.

I. STAR shall mean the safe tenants and rentals program as established in KCC 5.14.110.

J. Tenant shall have the same meaning as the term “tenant” set forth in RCW 59.18.030 and 59.20.030, as those sections are now enacted or hereafter amended or recodified.

K. Third party background check shall mean a check of a person’s criminal conviction records that is conducted by the Washington State Patrol or another lawfully licensed agency or entity in the business of conducting checks of a person’s criminal conviction records, and which produces for the requesting party a report of the person’s criminal conviction records. The third party background check shall report convictions for state charges from any of the states in the United States and convictions for federal offenses.

Sec. 5.14.025 Chapter 5.01 applicable - Conflicts. Ch. 5.01 KCC relating to business licensing shall apply to rental housing and rental property; provided, that in the event there is a conflict between this chapter and Ch. 5.01 KCC, this chapter shall control.

Sec. 5.14.030 Business license required – Penalty.
A. License required. As a condition of operation, each and every rental property within the city limits shall, in accordance with Ch. 5.01 KCC, obtain and maintain a business license as required by this chapter. The issuance of a license shall be considered a privilege and not an absolute
right of the landlord, and the possession of such license shall not entitle the landlord to an automatic renewal of a business license.

B. **Penalty for not obtaining license.** In addition to the penalties set forth in Ch. 5.01 KCC, there shall be assessed a penalty of one hundred dollars ($100) per day for each day that a rental property operates without a valid and current business license for the first ten (10) days of noncompliance with this section, and up to four hundred dollars ($400) per day for each day in excess of ten (10) days of noncompliance with this section.

**Sec. 5.14.040 Business license period - Application and renewal - Fee—Conditions of issuance.**

A. **Business license period.** The business licensing period shall run from January 1st through December 31st of each year.

B. **Fees.** Any application for a license required by this chapter shall be accompanied by a fee as established in Ch. 5.01 KCC and any resolution established in accordance with that chapter, as well as any fee required in accordance with section 5.01.060, if applicable. Business licensing applications shall comply with the requirements of KCC 5.01.090 and 5.01.110.

Fees shall be due prior to the beginning of the business license period. However, in the event a rental property is first constructed or commences business after January 1st, the fee shall be due at the time the certificate of occupancy is issued, or if a certificate of occupancy is not required, the fee shall be due on the date construction is completed, and shall be prorated for that period of time in which a certificate of occupancy did not exist or construction was not completed. The business license fee due for each rental property for the business license period shall be as follows:
1. A rental property containing two (2) to ten (10) units: one hundred dollars ($100);
2. A rental property containing eleven (11) to fifty (50) units: two hundred dollars ($200);
3. A rental property containing more than fifty (50) units: three hundred dollars ($300).

Sec. 5.14.050 Business license—Application—Process.
A. Application form. The request for a license required by this chapter shall be submitted on an application form provided by the city. A new application form shall be submitted for an initial license and for any license renewal. In the event any information required on the application form changes, the applicant shall update the application form by submitting a new form to the city of Kent within ten (10) days of the change.

Sec. 5.14.060 Business license fee—Increase for code violations.
A. Rental property shall be maintained in accordance with applicable building codes pursuant to Ch. 14.01 KCC, and shall be free of nuisances, graffiti, litter, rodents, weeds, and junk vehicles in conformance with Chs. 8.01, 8.04, 8.06, 8.07, and 8.08 KCC as now enacted or hereafter amended. The rental property shall be maintained in accordance with all other codes applicable to rental property.

B. If, at the time a landlord applies for a business license renewal, it is determined that a notice of violation pursuant to Ch. 1.04 KCC was issued relating to the condition of the rental property, and the notice of violation was issued within the calendar year preceding the year for which the new license is required, the rental property shall be assessed an additional business license fee of one thousand dollars ($1,000), which shall be
added to the fee required by Ch. 5.01 KCC5.14.040; provided, this additional fee shall not be assessed in the event that, prior to the date of application for the business license, either a hearing examiner or a court with jurisdiction has determined that the violation was not committed, or, the City has determined that; and provided further, that the additional fee shall not be required in the event the code violation was voluntarily corrected pursuant to KCC 1.04.080(B), as that section is now enacted or hereafter amended or recodified.

C. The additional fee established in subsection (B) of this section shall also apply to the issuance of a new license if there is good cause to believe that the landlord who owned the property transferred the property to a new landlord in order to avoid the provisions of subsection (B) of this section.

Sec. 5.14.070 Denial or revocation of business license – Appeal.

A. Denial or revocation of license. A license issued under this chapter may be denied or revoked for the following reasons:

1. It is determined that the applicant failed to provide information required on the license application, or provided false or misleading information.Any reason set forth in KCC 5.01.130.

2. The rental property is subject to an order of abatement for a code violation pursuant to Ch. 1.04 KCC or violation of the Revised Code of Washington, and such order of abatement was issued by the city's hearing examiner or a court with jurisdiction.

B. Process – Appeal. The denial or revocation of a business license required by this chapter shall comply with the business license revocation
procedures set forth in Ch. 5.01 KCC. The denial or revocation of a business license required by this chapter may be appealed in conformance with the requirements of Ch. 5.01 KCC.

Sec. 5.14.080 Tenant violations – Criminal conduct on property – Notification to property owner – Property owner responsibilities – Civil infraction.

A. **Landlord responsible.** It shall be the responsibility of the landlord to take precautionary measures to reduce the likelihood that the rental property will be used for criminal conduct. In the event a landlord is notified that criminal conduct has occurred on the property, the landlord shall take reasonable steps to reduce the likelihood that criminal conduct will reoccur on the property. Repeated criminal conduct committed by tenants or guests shall result in a civil infraction chargeable to the landlord.

B. **Notice of criminal conduct.** Upon the occurrence of criminal conduct on the rental property, the police department may cause notice to be sent to the landlord setting forth the date of the occurrence, the location of the occurrence, the nature of the occurrence, and the name of the person who engaged in the occurrence. Notice may be sent whenever the police department has reasonable grounds to believe that criminal conduct has occurred on the rental property. Notice shall be deemed properly delivered when it is either served upon the landlord or a property manager of the rental property, or is delivered by first class mail, postage prepaid, or by certified mail, to the last known address of the landlord or business license applicant as listed in the most recent business license application on file with the city. The issuance of the notice set forth in this subsection shall be a prerequisite to the issuance of a notice of infraction under subsection (C)
of this section; provided, the issuance of the civil infraction under subsection (C) of this section shall constitute the notice of the third instance of criminal conduct.

C.  *Civil Infraction.* Three (3) instances of criminal conduct committed in the same unit or anywhere on the rental property by the same tenant or any guest of the tenant within any twelve (12) month period shall be deemed a civil infraction chargeable to the landlord; provided, that when the conduct is committed by guests of the tenant, the city need not establish that the criminal conduct was committed by the same guest. Each instance of criminal conduct committed in the same unit or anywhere on the rental property by the same tenant or any guest of the tenant in excess of three (3) instances of criminal conduct in a twelve (12) month period shall be considered an additional infraction chargeable to the landlord.

D.  *Penalties.* The following penalties shall apply:

1. Three (3) instances of criminal conduct committed in the same unit or anywhere on the rental property by the same tenant or any guest of the tenant:

<table>
<thead>
<tr>
<th>STAR Participant Level</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level A</td>
<td>$250,000</td>
</tr>
<tr>
<td>Level B</td>
<td>$500</td>
</tr>
<tr>
<td>Level C</td>
<td>$750</td>
</tr>
<tr>
<td>Non-STAR Participant</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

2. For every instance of criminal conduct committed in the same unit or anywhere on the rental property by the same tenant or any guest of the tenant in excess of three (3) instances of criminal conduct within the same twelve (12) month period:

<table>
<thead>
<tr>
<th>STAR Participant Level</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level A</td>
<td>$500,000</td>
</tr>
<tr>
<td>Level B</td>
<td>$750</td>
</tr>
</tbody>
</table>

*Rental Housing Safety Amend KCC 5.14 Ordinance*
Sec. 5.14.090 Civil infractions – Kent municipal court.

A. Jurisdiction. Pursuant to Chapter 3.50 RCW, as now enacted or hereafter amended or recodified, the Kent municipal court shall have jurisdiction to hear violations of KCC 5.14.080.

B. Filing. A civil infraction may be filed when there are reasonable grounds to believe that a violation of KCC 5.14.080 has occurred.

C. Rules of procedure. Except as set forth in this chapter and except as other rules apply, the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) and all local rules and policies as promulgated by the Kent municipal court shall govern infraction proceedings and appeals of infractions filed pursuant to a violation of KCC 5.14.080.

D. Burden of proof. The city shall have the burden of establishing an instance of criminal conduct by a preponderance of the evidence. The entry of a certified order of judgment and sentence, or other certified court document that establishes a conviction or the entry of a deferred prosecution or sentence, or any certified document maintained by the court that contains an entry of a finding of guilt, an admission to the commission of the criminal conduct, and admission to the facts that would establish the commission of the criminal conduct, or an acknowledgement that there are sufficient facts to prove the instance of criminal conduct, shall be sufficient proof of the occurrence of the criminal conduct; provided, that an absence of such court document(s) shall not prohibit the city from establishing that an instance of criminal conduct occurred. Police...
reports and other documentary evidence shall be admissible as evidence of
criminal conduct; provided, that such reports are certified pursuant to RCW
9A.72.085.

E. *Costs and assessments.* Any costs and assessments as required or
permitted by law shall be in addition to any fine or fees owing pursuant to
this chapter.

**Sec. 5.14.100 Civil infractions – Reasonable steps to reduce
the likelihood that criminal conduct will reoccur on the property –
Defense.** It shall be a defense to an infraction filed pursuant to KCC
5.14.080 that, subsequent to an act of criminal conduct, but prior to the
issuance of a civil infraction, the landlord took reasonable steps to reduce
the likelihood that criminal conduct will reoccur on the property; provided,
this defense shall be available on one occasion and shall not be available
for repeat violations of KCC 5.14.080.

**Sec. 5.14.110 Safe tenants and rentals program –
Establishment – Purpose.** The city hereby establishes the safe tenants
and rentals program, hereinafter “STAR.” The purpose of STAR is to
encourage landlords to establish the foundation for the provision of safe
rental properties to tenants, to avoid the rental of units to those who
engage in criminal conduct, to improve the quality of available rental
housing in the city, and to protect the public health, safety, and welfare.

**Sec. 5.14.120 Safe tenants and rentals program –
Requirements.**
A. The STAR program shall be voluntary, and no the issuance of a business license shall not be conditioned upon a rental property’s status as a STAR participant.

B. As a condition of participating in the STAR program, landlords shall be required to have three (3) levels of participation as follows:

1. **STAR Level C.** In order to achieve STAR Level C status, the participant shall:
   a1. Utilize a crime-free housing addendum for the lease of each unit of the rental property as set forth in KCC 5.14.150, which makes criminal conduct on the property a material breach of a covenant of the lease or rental agreement, and enforce the terms of the crime-free housing addendum.
   
   2b. As a condition of any rental agreement, reserve the right to expel any person not specified on the rental agreement from the rental property.
   
   3e. Perform a third party background check of any manager or other onsite employee.
   
   4d. Perform a third party background check of any person who will be employed by the property owner or landlord and who will work on the premises, and provide details of the third party background check procedures to the Kent police department.
   
   5e. Perform a third party background check of any tenants, and provide details of the third party background check procedures to the Kent police department.
   
   6f. Maintain the property in accordance with applicable building codes pursuant to Chapter 14.01 KCC, and free of nuisances, graffiti, litter, rodents, weeds, and junk vehicles in conformance with Chapters 8.01, 8.04, 8.06, 8.07, and 8.08 KCC as now enacted or hereafter amended.
7. Ensure compliance with RCW 59.18.060 relating to the Residential Landlord-Tenant Act, or RCW 59.20.130 relating to the Manufactured/Mobile Home Landlord Tenant Act, as those sections are now enacted or hereafter amended or recodified.

2. **STAR Level B.** In order to achieve STAR Level B status, the participant shall:
   a. Meet all of the requirements of STAR Level C status.
   b. Enter and participate in the Kent police department’s trespass authorization program.
   c. The landlord and other employees of the landlord who work on the property for more than twenty (20) hours per week shall attend the city of Kent’s landlord training program.

3. **STAR Level A.** In order to achieve STAR Level A status, the participant shall:
   a. Meet all of the requirements of STAR Levels B and C.
   b. The property owner shall obtain from the Kent police department a security survey to assess the rental property’s compliance with standards relating to crime prevention through environmental design.
   c. The property shall comply with RCW 59.18.060 relating to the Residential Landlord-Tenant Act, or RCW 59.20.130 relating to the Manufactured/Mobile Home Landlord Tenant Act, as those sections are now enacted or hereafter amended or recodified.

**Sec. 5.14.130 Safe tenants and rentals program – Benefits.**
STAR certified properties will be provided with the following benefits:

A. An annual certificate signifying the attainment of STAR status

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B. A plaque and/or other sign(s) to display on the rental property that displays the property’s STAR status.

CB. The authority of the rental property to utilize its STAR status in any advertising.

CD. All business license fees as required by this chapter KCC shall be waived.

Sec. 5.14.140 City assistance to landlords.

A. When criminal conduct occurs on rental property, or the occurrence of criminal conduct on the rental property is suspected by the landlord, the landlord may request the assistance of the city in taking steps to reduce the likelihood that criminal conduct will reoccur on the property. The city shall assist landlords when such a request is made, and such assistance may include, but not be limited to, the following:

1. Providing the landlord with disclosable information relating to the criminal conduct which has occurred on the property.

2. Having a police officer communicate with the tenant suspected of engaging in the criminal conduct regarding the ramifications of continued criminal conduct.

3. Providing advice to the landlord regarding methods of preventing the reoccurrence of criminal conduct.

4. Providing the landlord with resources available to assist the landlord in pursuing eviction of the tenant.

B. A request for the assistance of the city pursuant to this section shall be considered a “reasonable step to reduce the likelihood that criminal
conduct will reoccur on the property" under KCC 5.14.020(F)(5); provided, the following shall apply:

1. The landlord shall cooperate with the city’s assistance and take reasonable measures to implement the suggested methods of the city to reduce the reoccurrence of criminal conduct on the property.

2. A request for assistance shall in no way relieve the landlord of the duty to comply with any section of this chapter.

Sec. 5.14.150 Rental agreement - Crime-free housing addendum. In order to obtain STAR level status, the landlord shall, as a condition of any rental agreement, require the tenant to sign a crime-free housing addendum, which shall make it a material term and covenant of the lease or rental agreement that the tenant will not engage in criminal conduct on the property. The crime-free housing addendum shall become a material part of the rental agreement. In the event the crime-free housing addendum is violated by the tenant, the landlord shall take all lawful action to evict the tenant from the rental housing. The crime-free rental housing addendum shall be in substantially the following form:

Crime-Free Housing Addendum

In consideration of the original execution or continuation of the lease or rental agreement relating to the below signed Tenant’s lease or rental of the unit, the Tenant hereby agrees to the following material terms, conditions, and covenants:

1. A Tenant, any member of the Tenant's household, or a guest or other person affiliated with the Tenant shall not engage in criminal conduct on the property, including any unit rented or leased or the common areas of the property. Criminal conduct shall be defined as any act that is defined by the city of Kent, the state of Washington, or the United States as a misdemeanor, gross misdemeanor, felony, or a crime. Gang or gang-
related activity, as those terms are defined by RCW 59.18.030, shall also be considered criminal conduct.

2. The Landlord or property owner, or his or her designee, shall have the right and authority to bar or prohibit any person not specified on the rental agreement from the property, including from the unit, for good cause. Good cause shall include conduct that is, at the sole discretion of the Landlord or his or her designee, criminal conduct, disruptive to tenants of the property or neighboring properties, or destructive to the rental property or neighboring properties.

3. When a person has been barred or prohibited from the property by the Landlord or his or her designee, any attempt by the Tenant to license, allow, invite, fail to exclude, or otherwise permit the person to enter any portion of the property, including the unit rented by the Tenant or the common areas of the property, shall be considered a material violation and breach of the rental agreement or lease, and shall be grounds for termination of the rental agreement or lease.

4. The Tenant shall comply with the terms and conditions of RCW 59.18.130 (residential tenants) or RCW 59.20.080 (manufactured/mobile home tenants), which is incorporated herein by this reference.

5. The Tenant shall not park any inoperable vehicle on the rental property and agrees that the Landlord or his or her designee shall have the right to remove the inoperable vehicle from the property at the Tenant's expense.

ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT OR LEASE AND SHALL BE GOOD CAUSE FOR THE TERMINATION OF THE TENANT'S RESIDENCY AND SHALL RESULT IN EVICTION; PROVIDED, IF EVICTION WOULD, UNDER NORMAL CIRCUMSTANCES, BE APPROPRIATE AS A RESULT OF CRIMINAL CONDUCT BEING COMMITTED ON THE PROPERTY, THEN, THE TENANT MAY NOT BE EVICTED IF THE TENANT WAS A VICTIM
OR DEPENDENT OF THE VICTIM OF THE CRIMINAL CONDUCT WHICH OCCURRED ON THE RENTAL PROPERTY, AND PROVIDED FURTHER THAT THIS ADDENDUM SHALL NOT BE INTERPRETED OR APPLIED CONTRARY TO THE RIGHTS PROVIDED IN RCW 59.18.580.

By signing below, Tenant agrees that this addendum is a reasonable obligation or restriction pursuant to RCW 59.18.140, and that Tenant has a duty to comply with its terms.

In case of conflict between the provisions of this addendum and any other provisions of the rental agreement or lease, the provisions of this addendum shall govern.

This addendum is hereby incorporated into the rental agreement or lease executed or renewed either this day or on a prior occasion between the Landlord and Tenant.

_________________________    __________________________
Landlord                             Tenant

Sec. 5.14.160 Other remedies not waived. The city may use any means available at law or equity to enforce any provision of this chapter, and may, in addition to any other available remedy, seek injunctive relief, declaratory relief, execution of any judgment, or abatement. The city may, at its discretion, refer any fines owing to a collection agency for collection. Nothing in this chapter shall be interpreted to prohibit the city from enforcing any applicable regulation, ordinance or statute applicable to rental property or landlords.

SECTION 2. - Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the
correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state or federal laws, codes, rules, or regulations.

SECTION 3. – Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this ordinance and that remaining portion shall maintain its full force and effect.

SECTION 4. – Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after its passage and publication, as provided by law.

SUZETTE COOKE, MAYOR

RONALD F. MOORE, CITY CLERK

TOM BRUBAKER, CITY ATTORNEY

PASSSED: 19th day of February, 2013.
APPROVED: 19th day of February, 2013.
PUBLISHED: 22nd day of February, 2013.

Rental Housing Safety Amend KCC 5.14 Ordinance
I hereby certify that this is a true copy of Ordinance No. 4070 passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

RONALD F. MOORE, CITY CLERK

Rental Housing Safety
Amend KCC 5.14
Ordinance