

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 22-0554**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTER 8.55 OF THE KENMORE MUNICIPAL CODE,
“TENANT PROTECTIONS” TO ADOPT REGULATIONS REQUIRING
JUST CAUSE FOR EVICTIONS, TENANCY TERMINATIONS, OR
FAILURE TO RENEW TENANCIES, PROHIBITING UNFAIR OR
ABUSIVE ACTS BY LANDLORDS, AND ADOPTING DEFENSES TO
EVICTIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, over the past several years rents in Kenmore and King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) (“*Affordable Housing Task Force Final Report*”), which identifies that renting rather than owning a home increases the chances of being severely cost burdened,¹ and recognizes an existing affordable housing crisis in King County;² and

WHEREAS, the *Affordable Housing Task Force Final Report* includes a regional plan with goals, strategies and a five-year action plan to address the affordable housing crisis, and Goal 4 of the action plan is to “[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness”;³ and

WHEREAS, a report by the Seattle Women’s Commission and the Housing Justice Project of the King County Bar Association, entitled *Losing Home The Human Cost of Eviction in Seattle* (Sept. 2018) (“*Losing Home Report*”)⁴ identifies that: 1) national research shows eviction is one of the leading cause of homelessness; 2) research data shows that 51.7% of tenants evicted were people of color; 3) tenants face steep financial costs resulting from eviction; and 4) 86.5% of eviction filings were for nonpayment of rent and of these, 52% were for one month or less;⁵ and

WHEREAS, the *Losing Home Report* states that “[b]ecause evictions disproportionately impact marginalized communities and have long-lasting harm on individuals as well as the broader

¹ King County Regional Affordable Housing Task Force, *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) at 15.

² *Id.* at 7.

³ *Id.* at 8.

⁴ *Losing Home Report* lead authors: Tara Cookson, PhD, Margaret Diddams, PhD, Xochitl Maykovich, and Edmund Witter.

⁵ *Losing Home Report* at 7.

community, it is imperative for local and state governments to take immediate action to address evictions”⁶; and

WHEREAS, in 2019, the City Council adopted Ordinance 19-0484, codified at Chap. 18.55 of the Kenmore Municipal Code (“KMC”), adopting notice of rent increase protections and findings in support of said protections; and

WHEREAS, in the face of the affordable housing crisis, several other cities, such as Seattle, Auburn, Burien, Kent, Tukwila, and Federal Way, and King County have adopted tenant protections; and

WHEREAS, the City Council has reviewed substantial information relating to tenant protections at its January 8, 2022 retreat, and regular meetings of February 14, 2022, March 28, 2022, April 18, 2022, June 13, 2022 and July 25, 2022; and

WHEREAS, on March 28, 2022, the City Council adopted Ordinance No. 22-0545, amending Chap. 18.55 KMC to adopt the following tenant protections: 1) increases notice of rent increases; 2) cap on late fees; 3) cap on move in fees and deposits; 3) right to payment plans; 4) prohibit the requirement that social security numbers be given as screening information; and 5) authorization to alter rent due dates due to tenant’s fixed income (“Tenant Protections”); and

WHEREAS, pursuant to the Residential Landlord-Tenant Act, RCW 59.18.290, landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity to contest the eviction; and

WHEREAS, pursuant to RCW 59.18.650, the Washington Legislature established just cause evictions for some tenancies at the state level; and

WHEREAS, on June 13, 2022, the City Council considered adopting additional tenant protections to require landlords to give just cause for all evictions and termination of tenancies regulated under the Residential Landlord-Tenant Act, and prohibit unfair or abusive acts by landlords (“Additional Tenant Protections”); and

WHEREAS, the City Council finds and declares that this Ordinance is necessary to stabilize rental housing within Kenmore and reduce homelessness by building upon and supplementing the state’s just cause protections by requiring landlords to give just cause for all evictions, refusals to continue or renew a tenancy after expiration of a rental agreement, or otherwise terminate any tenancy regulated under the Residential Landlord-Tenant Act; and

WHEREAS, the City Council finds that adoption of this Ordinance aligns with its 2021-2022 Council Priorities: Priority #1 Increase and preserve options for affordable housing stock, and Goal 4 of the *Affordable Housing Task Force Final Report*; and

WHEREAS, the City Council desires to amend Chap. 8.55 KMC to adopt the proposed Additional Tenant Protections, and finds that adoption of the proposed regulations is in the best interests of the residents and necessary to protect public health, safety and welfare; and

⁶ Losing Home Report at 7.

WHEREAS, this Ordinance is adopted pursuant to the City's police powers and regulatory authority derived from Wash. Const. Art. XI, Sec. 11, and powers granted pursuant to Title 35A RCW;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council adopts the recitals set forth above, and in Ordinance Nos. 19-048 and 22-0545 as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.


Section 2. Amendment. The City Council amends Chapter 8.55 of the Kenmore Municipal Code, "Tenant Protections" as set forth in Exhibit 1 to this Ordinance, attached hereto and incorporated by reference as if set forth in full.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.


Section 4. Effective Date. Pursuant to KMC 1.30.040, this Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force thirty (30) days from the time of passage.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
25th DAY OF July 2022.


CITY OF KENMORE


Nigel Herbig (Jul 26, 2022 17:36 PDT)
Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:


Anastasiya Warhol (Jul 26, 2022 17:30 PDT)
Anastasiya Warhol, City Clerk

Approved as to form:


Dawn Reitan (Jul 27, 2022 09:52 PDT)

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 7/15/22
PASSED BY THE CITY COUNCIL: 7/25/22
ORDINANCE NO.: 22-0554
DATE OF PUBLICATION: 7/28/22
EFFECTIVE DATE: 8/28/22

EXHIBIT 1 to ORD. 22-0554
Tenant Protections

1. Amendment: Chapter 8.55 of the Kenmore Municipal Code is amended to read as follows:

Chapter 8.55
TENANT PROTECTIONS

Section:

- 8.55.010 Definitions.**
- 8.55.020 Applicability.**
- 8.55.030 Notice of Rent Increase.**
- 8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.**
- 8.55.050 Late fees – limits.**
- 8.55.060 Late fees – specification of dates – notice – accommodation request not a basis for landlord’s refusal to enter rental agreement.**
- 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 rental agreement – allowed information for screening – allowed landlords actions – liability of landlord for violation.**
- 8.55.075 Just cause for landlord’s eviction, refusing to continue tenancy or termination of tenancy – M/MHLTA - notices.**
- 8.55.078 Unfair or abusive acts by landlords prohibited.**
- 8.55.080 Provisions in violation of restrictions null and void; exemption.**
- 8.55.090 Rental agreement that waives tenant’s remedies prohibited – Exception.**
- 8.55.095 Defense to eviction**
- 8.55.100 Violation of chapter by landlord – liability.**

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 Chap. 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.

~~ED.~~ “Residential Landlord-Tenant Act or RLTA” means Chap. 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: (a) A federal program or state housing program administered by the department of commerce or the Washington state housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW 84.52.105; or (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and any of the surcharges authorized in chapter 43.185C RCW.

~~GE.~~ “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 RCW 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.

8.55.020 Applicability.

Except as set forth in KMC 8.55.075.C, KMC 8.55.030 through KMC 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.

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 (120) days' written notice for rent increases greater than three percent (3%); or
2. one hundred eighty (180) days' written notice for rent increases greater than ten percent (10%).

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 thirty (30) days' prior written notice of an increase in the amount of rent to each affected *tenant*.

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. Sec. 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*.

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 (1.5%) of the *tenant's* monthly rent.

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.

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.

8.55.075 Just cause for landlord's eviction, refusing to continue tenancy or termination of tenancy – M/MHLTA - notices.

A. A landlord shall not evict or attempt to evict any tenant, refuse to continue or renew a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant except for the just causes enumerated in subsection B of this section.

B. The causes enumerated in the RLTA (RCW 59.18.650(2)(a)-(p)), as may be amended, and as set forth below, shall constitute just cause as required under subsection A:

1. The tenant continues in possession in person or by subtenant after a default in the payment of rent, and after written notice requiring, in the alternative, the payment of the rent or the surrender of the detained premises has remained uncomplied with for the period set forth in RCW 59.12.030(3). The written notice may be served at any time after the rent becomes due;

2. The tenant continues in possession after substantial breach of a material program requirement of subsidized housing, material term subscribed to by the tenant within the lease or rental agreement, or a tenant obligation imposed by law, other than one for monetary damages, and after the landlord has served written notice specifying the acts or omissions

constituting the breach and requiring, in the alternative, that the breach be remedied or the rental agreement will end, and the breach has not been adequately remedied by the date specified in the notice, which date must be at least 10 days after service of the notice;

3. The tenant continues in possession after having received at least three days' advance written notice to quit after he or she commits or permits waste or nuisance upon the premises, unlawful activity that affects the use and enjoyment of the premises, or other substantial or repeated and unreasonable interference with the use and enjoyment of the premises by the landlord or neighbors of the tenant;

4. The tenant continues in possession after the landlord of a dwelling unit in good faith seeks possession so that the owner or his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available to house the owner or his or her immediate family in the same building, and the owner has provided at least 90 days' advance written notice of the date the tenant's possession is to end. There is a rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice to vacate using this subsection B.4 as the cause for the lease ending;

5. The tenant continues in possession after the owner elects to sell a single-family residence and the landlord has provided at least 90 days' advance written notice of the date the tenant's possession is to end. For the purposes of this subsection B.5, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price by listing it on the real estate multiple listing service. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

(i) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price by listing it on the real estate multiple listing service; or

(ii) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, the landlord rents the unit to someone other than the former tenant, or the landlord otherwise indicates that the owner does not intend to sell the unit;

6. The tenant continues in possession of the premises after the landlord serves the tenant with advance written notice pursuant to RCW 59.18.200(2)(c);

7. The tenant continues in possession after the owner elects to withdraw the premises to pursue a conversion pursuant to RCW 64.34.440 or 64.90.655;

8. The tenant continues in possession, after the landlord has provided at least 30 days' advance written notice to vacate that: (i) The premises has been certified or condemned as uninhabitable by a local agency charged with the authority to issue such an order; and (ii) continued habitation of the premises would subject the landlord to civil or criminal penalties. However, if the terms of the local agency's order do not allow the landlord to provide at least 30 days' advance written notice, the landlord must provide as much advance written notice as is possible and still comply with the order;

9. The tenant continues in possession after an owner or lessor, with whom the tenant shares the dwelling unit or access to a common kitchen or bathroom area, has served at least 20 days' advance written notice to vacate prior to the end of the rental term or, if a periodic tenancy, the end of the rental period;

10. The tenant continues in possession of a dwelling unit in transitional housing after having received at least 30 days' advance written notice to vacate in advance of the expiration of the transitional housing program, the tenant has aged out of the transitional housing program, or the tenant has completed an educational or training or service program and is no longer eligible to participate in the transitional housing program. Nothing in this subsection B.10 prohibits the ending of a tenancy in transitional housing for any of the other causes specified in this section;

11. The tenant continues in possession of a dwelling unit after the expiration of a rental agreement without signing a proposed new rental agreement proffered by the landlord; provided, that the landlord proffered the proposed new rental agreement at least 30 days prior to the expiration of the current rental agreement and that any new terms and conditions of the proposed new rental agreement are reasonable. This subsection B.11 does not apply to tenants whose tenancies are or have become periodic;

12. The tenant continues in possession after having received at least 30 days' advance written notice to vacate due to intentional, knowing, and material misrepresentations or omissions made on the tenant's application at the inception of the tenancy that, had these misrepresentations or omissions not been made, would have resulted in the landlord requesting additional information or taking an adverse action;

13. The tenant continues in possession after having received at least 60 days' advance written notice to vacate for other good cause prior to the end of the period or rental agreement and such cause constitutes a legitimate economic or business reason not covered or related to a basis for ending the lease as enumerated under this subsection B. When the landlord relies on this basis for ending the tenancy, the court may stay any writ of restitution for up to 60 additional days for good cause shown, including difficulty procuring alternative housing. The court must condition such a stay upon the tenant's continued payment of rent during the stay period. Upon granting such a stay, the court must award court costs and fees as allowed under Chap. 59.18 RCW;

14.

(a) The tenant continues in possession after having received at least 60 days' written notice to vacate prior to the end of the period or rental agreement and the tenant has committed four or more of the following violations, other than ones for monetary damages, within the preceding 12-month period, the tenant has remedied or cured the violation, and the landlord has provided the tenant a written warning notice at the time of each violation: A substantial breach of a material program requirement of subsidized housing, a substantial breach of a material term subscribed to by the tenant within the lease or rental agreement, or a substantial breach of a tenant obligation imposed by law;

(b) Each written warning notice must:

(i) Specify the violation;

(ii) Provide the tenant an opportunity to cure the violation;

(iii) State that the landlord may choose to end the tenancy at the end of the rental term if there are four violations within a 12-month period preceding the end of the term; and

(iv) State that correcting the fourth or subsequent violation is not a defense to the ending of the lease under this subsection;

(c) The 60-day notice to vacate must:

(i) State that the rental agreement will end upon the specified ending date for the rental term or upon a designated date not less than 60 days after the delivery of the notice, whichever is later;

(ii) Specify the reason for ending the lease and supporting facts; and

(iii) Be served to the tenant concurrent with or after the fourth or subsequent written warning notice;

(d) The notice under this subsection must include all notices supporting the basis of ending the lease;

(e) Any notices asserted under this subsection must pertain to four or more separate incidents or occurrences; and

(f) This subsection B.14 does not absolve a landlord from demonstrating by admissible evidence that the four or more violations constituted breaches under B.2 of this subsection at the time of the violation had the tenant not remedied or cured the violation;

15. The tenant continues in possession after having received at least 60 days' advance written notice to vacate prior to the end of the rental period or rental agreement if the tenant is required to register as a sex offender during the tenancy, or failed to disclose a requirement to register as a sex offender when required in the rental application or otherwise known to the property owner at the beginning of the tenancy;

16. The tenant continues in possession after having received at least 20 days' advance written notice to vacate prior to the end of the rental period or rental agreement if the tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant based on the person's race, gender, or other protected status in violation of any covenant or term in the lease.

C. This section shall not apply to rental agreements between a landlord and tenant subject to RCW 59.20.080 of the M/MLTA, as may be amended, which shall govern the just cause grounds for a landlord's termination of tenancy or occupancy or failure to renew a tenancy or occupancy regulated thereunder.

D. The notices required by this section shall comply with and be served consistent with state law.

8.55.078 Unfair or abusive acts by landlords prohibited.

A. Landlords are prohibited from unfair or abusive acts or practices or deceptive acts or practices as defined in this section.

B. For the purposes of this section:

1. "Deceptive acts or practices" means representations, omissions, acts or practices that mislead or are likely to mislead a tenant; the tenant's interpretation of the representation, omission, act or practice is reasonable under the circumstances; and the representation, omission, act or practice is material. "Deceptive acts or practices" includes threatening to evict a tenant for nonpayment of charges except as authorized by KMC 8.55.075.

2. "Unfair or abusive acts or practices" means those representations, omissions, acts or practices that:

(a) Materially interfere with the ability of any tenant to understand a term or condition of the rental agreement or the tenancy; or

(b) Take unreasonable advantage of a lack of understanding on the part of the tenant regarding the conditions of the tenancy or rights under the law or the inability of the tenant to protect the tenant's interests.

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

A. Any provisions in violation of this chapter ~~KMC 8.55.030 through KMC 8.55.070~~ 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.

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 foregoes 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.

8.55.095 Defense to eviction

It shall be a defense against eviction that a landlord lacks just cause to evict a tenant as required in KMC 8.55.075 or is otherwise in violation of this chapter.

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.











Ordinance 22-0554 Residential Renter Protection

Final Audit Report

2022-07-27

Created:	2022-07-26
By:	Anastasiya Warhol (awarhol@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvHCVkgt4J2XEW6cjeTNMJknJ4Hgbcqo

"Ordinance 22-0554 Residential Renter Protection" History

-  Document created by Anastasiya Warhol (awarhol@kenmorewa.gov)
2022-07-26 - 11:43:18 PM GMT- IP address: 50.35.80.188
-  Document emailed to Dawn Reitan (dreitan@insleebest.com) for signature
2022-07-26 - 11:49:58 PM GMT
-  Document emailed to nherbig@kenmorewa.gov for signature
2022-07-26 - 11:49:58 PM GMT
-  Document emailed to Anastasiya Warhol (awarhol@kenmorewa.gov) for signature
2022-07-26 - 11:49:58 PM GMT
-  Document e-signed by Anastasiya Warhol (awarhol@kenmorewa.gov)
Signature Date: 2022-07-27 - 0:30:15 AM GMT - Time Source: server- IP address: 50.35.80.188
-  Email viewed by nherbig@kenmorewa.gov
2022-07-27 - 0:35:28 AM GMT- IP address: 172.56.42.53
-  Signer nherbig@kenmorewa.gov entered name at signing as Nigel Herbig
2022-07-27 - 0:36:10 AM GMT- IP address: 172.56.42.53
-  Document e-signed by Nigel Herbig (nherbig@kenmorewa.gov)
Signature Date: 2022-07-27 - 0:36:11 AM GMT - Time Source: server- IP address: 172.56.42.53
-  Email viewed by Dawn Reitan (dreitan@insleebest.com)
2022-07-27 - 4:52:39 PM GMT- IP address: 84.39.231.84
-  Document e-signed by Dawn Reitan (dreitan@insleebest.com)
Signature Date: 2022-07-27 - 4:52:56 PM GMT - Time Source: server- IP address: 209.63.25.21



Powered by
Adobe
Acrobat Sign

✔ Agreement completed.

2022-07-27 - 4:52:56 PM GMT



Powered by
Adobe
Acrobat Sign