



**GENERAL GOVERNMENT COMMITTEE  
MEETING AGENDA**

**Online via Zoom and In Person at  
Tumwater City Hall, Council Conference  
Room, 555 Israel Rd. SW, Tumwater, WA  
98501**

**Wednesday, October 12, 2022  
2:00 PM**

1. Call to Order
2. Roll Call
- [3.](#) Ordinance No. O2022-003, Final Docket for 2022 Comprehensive Plan Amendments (Brad Medrud)
- [4.](#) Ordinance O2022-010 - Tumwater Housing Action Plan – Unfair Housing Practices (Brad Medrud)
- [5.](#) Ordinance O2022-012 - Tumwater Housing Action Plan – Rental Housing Code (Brad Medrud)
- [6.](#) Ordinance No. O2022-023, Suspending Annual Comprehensive Plan Amendments (Brad Medrud)
- [7.](#) City Logo (Ann Cook)
8. Additional Items
9. Adjourn

**Meeting Information**

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

**Watch Online**

<https://us02web.zoom.us/j/82956506925?pwd=ZjVTejlFbnlFWXNtZDhQSm9Nd05TZz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 829 5650 6925 and Passcode 899897.

**Public Comment**

The public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto:council@ci.tumwater.wa.us), no later than 9:00 a.m. the day of the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

**Post Meeting**

Audio of the meeting will be recorded and later available by request, please email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us)

**Accommodations**

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TO: General Government Committee  
FROM: Brad Medrud, Planning Manager  
DATE: October 12, 2022  
SUBJECT: Ordinance No. O2022-003, Final Docket for 2022 Comprehensive Plan Amendments

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1) Recommended Action:

Conduct a briefing on Ordinance No. O2022-003 and schedule a worksession with the City Council for October 25, 2022.

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2) Background:

Pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2), proposed map and text amendments to the City's Comprehensive Plan and corresponding rezones are only considered once per calendar year.

The City's annual 2022 Preliminary Docket of Comprehensive Plan amendments include a private application for map amendments that was filed by the Monday, December 6, 2021 deadline for 2022 amendments and four City-sponsored Comprehensive Plan text and map amendments and rezone.

The Planning Commission had a briefing on all the amendments on August 9, 2022. The Planning Commission held a worksession to discuss potential amendments related to neighborhood character on August 23, 2022. A second Planning Commission worksession on the amendments was held September 13, 2022.

The Planning Commission held a public hearing for September 27, 2022 and recommended approval of Ordinance No. O2022-003.

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3) Policy Support:

Goal LPP-1: Provide sufficient and efficient services to Tumwater and the Urban Growth Area.

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

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4) Alternatives:

- ☐ Modify and recommend the City Council approve Ordinance No. O2022-003
  - ☐ Recommend the City Council reject Ordinance No. O2022-003
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5) Fiscal Notes:

This is an internally funded work program task. There are no significant fiscal impacts to the City because of the Comprehensive Plan land use and zoning map changes.

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6) Attachments:

- A. Staff Report
- A1. Permit TUM-21-1804 Application 11-17-2021
- A2. Permit TUM-21-1804 Map 11-17-2021
- A3. Permit TUM-21-1804 Mtn2Coast Surveyor 11-17-2021
- A4. Permit TUM-21-1804 Narrative 11-17-2021
- A5. Permit TUM-21-1848 Application 12-06-2021
- A6. Permit TUM-21-1848 Cover Letter 12-06-2021
- A7. Permit TUM-21-1848 Glenn Wells Map 12-06-2021
- B. Ordinance No. O2022-003
- C. Presentation



**2022 ANNUAL CITY OF TUMWATER  
COMPREHENSIVE PLAN MAP AND TEXT AMENDMENTS AND  
CORRESPONDING REZONES**

**FINAL DOCKET – ORDINANCE NO. 2022-003**

**STAFF REPORT**

**GENERAL GOVERNMENT COMMITTEE BRIEFING**

**Introduction**

Pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2), proposed map and text amendments to the City’s Comprehensive Plan and corresponding rezones can only be considered once per calendar year and must be considered together.

On March 1, 2022, the City Council approved the list of five amendments to be included in the final docket for further review. The final docket included one private application for a map amendment filed by the Monday, December 6, 2021 deadline for the 2022 Comprehensive Plan amendments from residents or property owners, and four City-sponsored Comprehensive Plan map or text amendments.

Private Map Amendment

1. **Wells Littlerock Comprehensive Plan Land Use Map Amendment (TUM-21-1848) and Corresponding Rezone (TUM-21-1804)** - A Comprehensive Plan map amendment and corresponding rezone for three adjacent parcels that total 2.76-acres located south of 7223 Littlerock Road SW. The amendment area includes Thurston County Assessor Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903.

City-Sponsored Map and Text Amendments

2. **Neighborhood Character** – Review of the Housing and Land Use Elements of the Comprehensive Plan for potential amendments related to the use of “neighborhood character” and similar terms in support of the *Tumwater Housing Action Plan*.
3. **Thurston Climate Mitigation Plan** – Review updating greenhouse gas emission (GHG) targets in the Conservation Element to address HB 2311.
4. **Essential Public Facilities Amendments** – Review potential amendments to the goals, policies, and actions in the Lands for Public Purposes Element of the Comprehensive Plan and TMC Title 18 *Zoning* to

allow an expansion of the area in the City that would allow for essential public facilities such as inpatient facilities including substance abuse facilities. These essential public facilities uses include, but not limited to, intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities.

5. **Comprehensive Plan Map Amendment and Corresponding Rezone to Change Triangle West of the Dennis Street SW and Linderson Way SW Intersection** – A Comprehensive Plan map amendment and corresponding rezone for an approximately 0.30-acre portion of one parcel that totals 5.73-acres located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW. The amendment area is a portion of Thurston County Assessor Parcel Number 1270-32-40303.

Each of the five proposed Comprehensive Plan map and text amendments and corresponding rezones are reviewed separately in the staff report and then all amendments going forward are reviewed together with the criteria found in TMC 18.60.025(B):

1. *Does the amendment conform to the Growth Management Act?*
2. *Is it consistent with the Comprehensive Plan, Thurston County-Wide Planning Policies, and related plans?*
3. *Have area conditions changed or are changing to justify a change in land use for the area?*
4. *Is there a need to provide a community-related use not anticipated by the Comprehensive Plan?*

The Planning Commission recommended that the two proposed Comprehensive Plan map amendments and corresponding rezones by Ordinance No. O2022-003 be approved.

In addition, the Planning Commission recommended the three proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character, updates related to the Thurston Climate Mitigation Plan, and updates related to the Essential Public Facilities be incorporated into the 2022-25 ten-year Comprehensive Plan Update.

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## A. 2022 PRIVATELY SPONSORED COMPREHENSIVE PLAN MAP AMENDMENT AND CORRESPONDING REZONE

### 1. Wells Littlerock Comprehensive Plan Land Use Map Amendment (TUM-21-1848) and Corresponding Rezone (TUM-21-1804)

#### ***Summary***

A private applicant is requesting a Comprehensive Plan map amendment and corresponding rezone for three adjacent parcels that total 2.76-acres located south of 7223 Littlerock Road SW (Thurston County Assessor Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903).

The applicant's request is to change the current Single Family Medium Density Residential (SFM) Comprehensive Plan map designation of the parcels to Multi-Family Medium Density Residential (MFM).

The amendment and rezone applications can be found in Appendix 1.3 – *Applications for the Wells Littlerock Comprehensive Plan Land Use Map Amendment and Rezone*.

#### ***Proposal***

1. Amend the City-Wide Land Use Map to change the current Comprehensive Plan land use map designation of the properties from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM).
2. Amend the City-Wide Zoning Map to change the current zone district of the properties from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM).

#### ***Tumwater***

***Permit Numbers*** TUM-21-1804 (Rezone) and TUM-21-1848 (Comprehensive Plan Map Amendment)

***Applicant*** Glenn Wells

***Owner*** Estate of Marvin L. Beagles

***Location*** Three adjacent parcels located to the south of 7223 Littlerock Road SW

***Parcel Number*** Thurston County Assessor Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903

**Property Size** 2.76 acres

**Current Use** Vacant

**Utilities** Sewer, water, and other utilities are available in the vicinity

**Access** The easternmost parcel property abuts Littlerock Road SW

### Maps

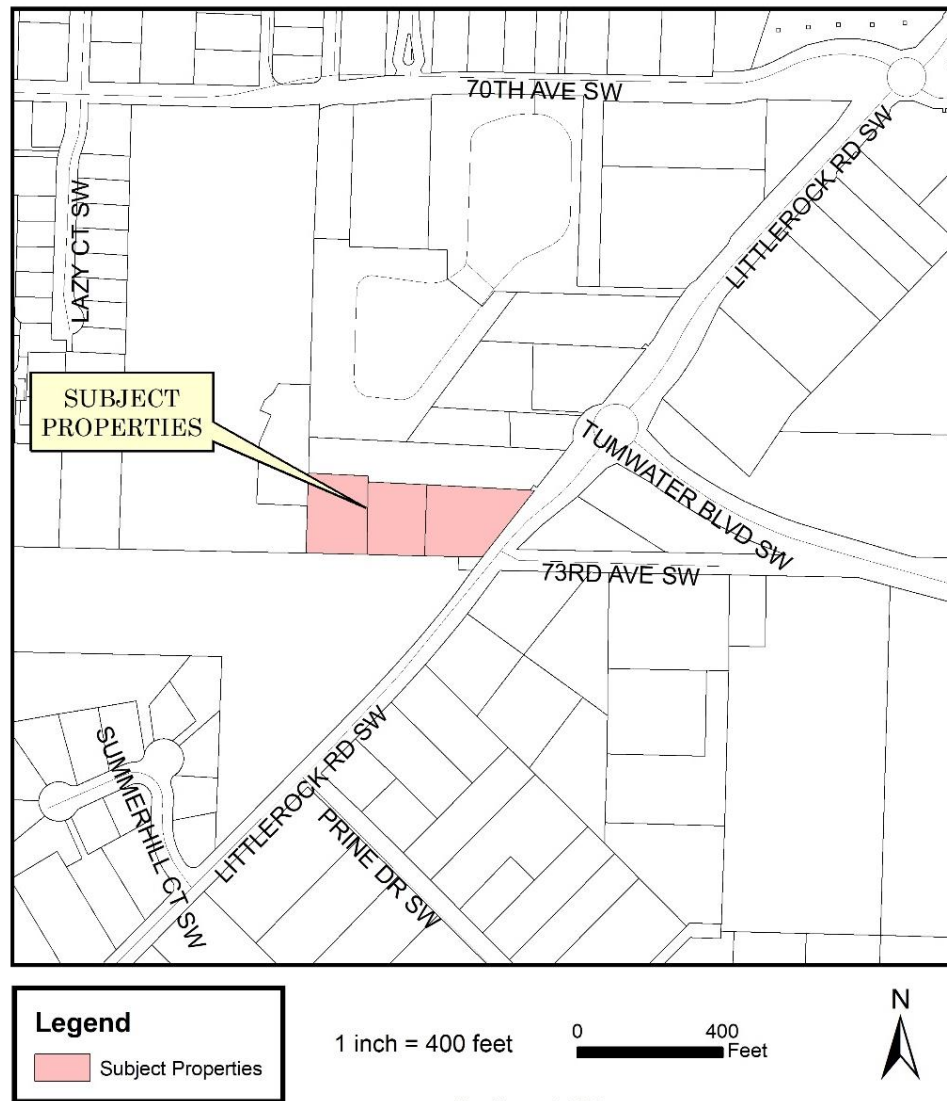


Figure 1. Wells Littlerock Parcel Map



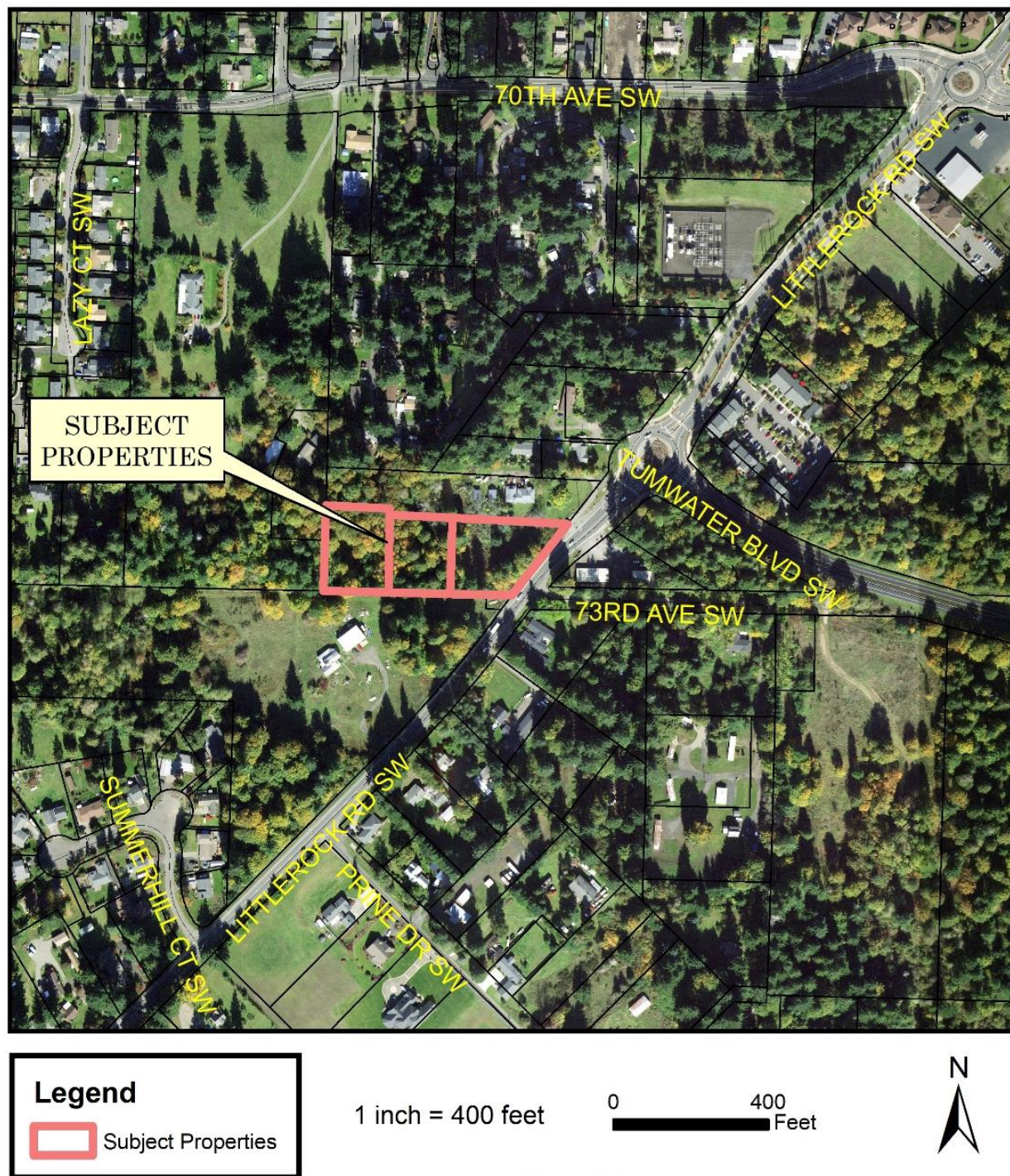
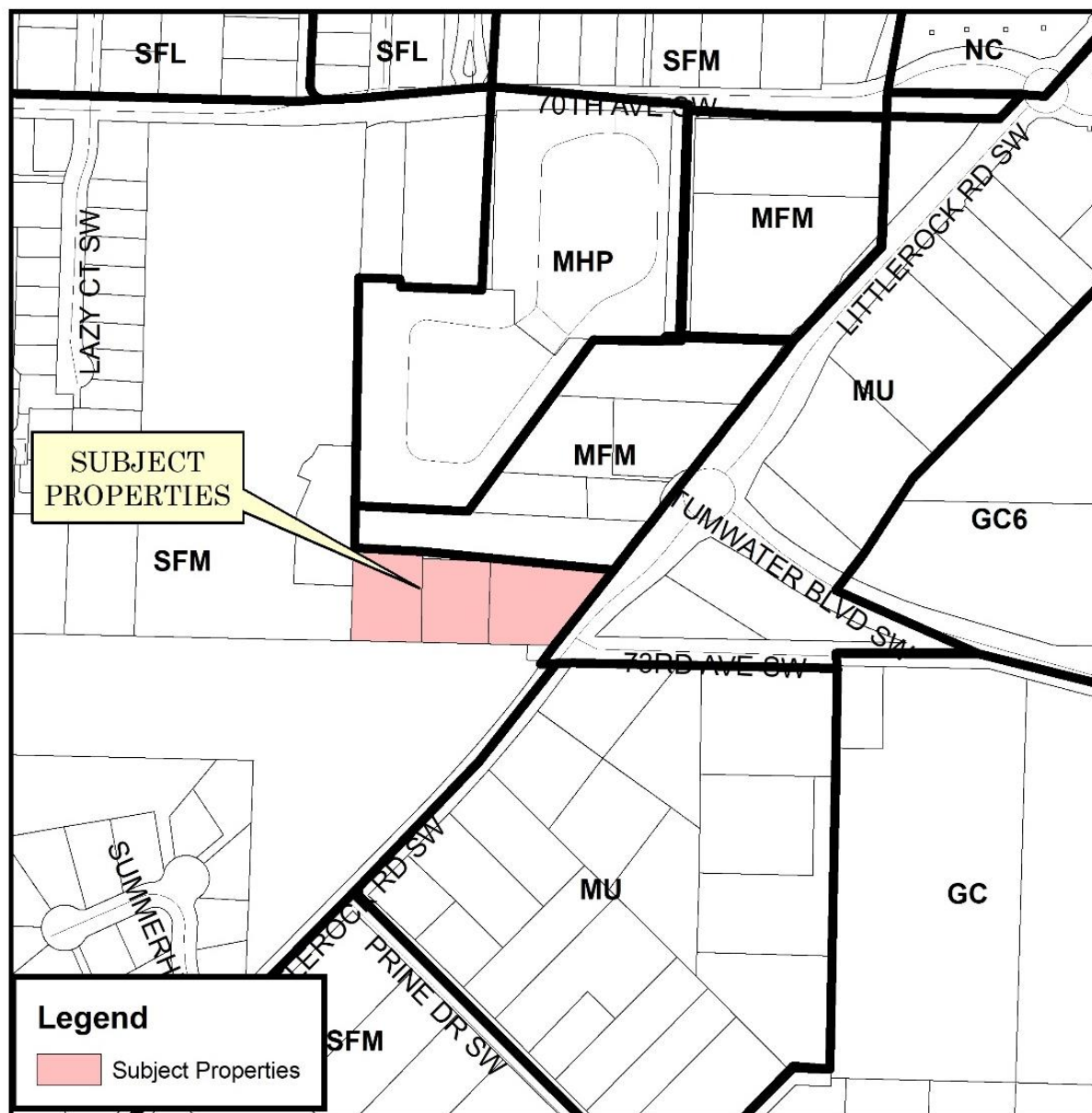


Figure 2. Wells Littlerock 2019 Aerial





**Designations**  
 GC General Commercial  
 NC Neighborhood Commercial  
 MFM Multi Family Medium Density (9-15/acre)  
 MHP Manufactured Home Park  
 MU Mixed Use  
 SFL Single Family Low Density (4-7/acre)  
 SFM Single Family Medium Density (6-9/acre)

1 inch = 400 feet  
 0 400 Feet



Map Date: 1-4-2022  
 MXD: Wells Littlerock Rezone 2022  
 DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.

Figure 3. Wells Littlerock Current Zoning

***Current Comprehensive Plan City-Wide Land Use Map Designation***

The current land use designation for the proposed amendment area is Single Family Medium Density Residential (SFM). See Appendix 1.1 – *Maps* for the current Comprehensive Plan City-Wide Land Use Map (Map 1A).

***Surrounding Land Use Map Designations, Zone Districts, and Existing Land Uses******North***

Land Use Map Designation: Multi-Family Medium Density Residential (MFM)

Zone District: Multifamily Medium Density Residential (MFM)

Current Land Use: Single-family dwelling

***East***

Land Use Map Designation: Mixed Use (MU)

Zone District: Mixed Use (MU)

Current Land Use: Littlerock Road SW and 73<sup>rd</sup> Avenue SW

***South***

Land Use Map Designation: Single Family Medium Density Residential (SFM)

Zone District: Single-Family Medium Density Residential (SFM)

Current Land Use: Residential subdivision under construction

***West***

Land Use Map Designation: Single Family Medium Density Residential (SFM)

Zone District: Single-Family Medium Density Residential (SFM)

Current Land Use: Single-family dwellings

***Constraints/Environmental Issues***

The proposed amendment area does contain the “more preferred” soils for the protected Mazama Pocket Gopher, so critical area site analyses would need to be completed before future development could occur.

***Background***

In accordance with Tumwater Municipal Code 18.60.025(A)(5), applications for 2022 Comprehensive Plan Amendments and associated rezones were due by the first Monday in December. The City published notice on September 30, 2021 that applications for 2022 Comprehensive Plan Amendments and associated rezones would be due Monday, December 6, 2021.

The City received the applicant's rezone application (TUM-21-1804) on November 17, 2021. Community Development Department staff sent out a letter of incompleteness for the rezone application (TUM-21-1804) on December 6, 2021.

The City received the Comprehensive Plan map amendment application (TUM-21-1848) on December 6, 2021. Community Development Department staff sent out a letter of completeness for the Comprehensive Plan map amendment and rezone applications (TUM-21-1848 (Comprehensive Plan Map Amendment) and TUM-21-1804 (Rezone)) on December 10, 2021.

The City Council placed the proposed Comprehensive Plan amendment and rezone on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

After the City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments, Community Development Department staff reviewed the proposed amendment and prepared the staff report with a recommendation.

Approval of the amendment would result in a Comprehensive Plan map amendment that would change the proposed amendment area from the Single Family Medium Density Residential (SFM) Comprehensive Plan map designation to the Multi-Family Medium Density Residential (MFM) Comprehensive Plan map designation. Approval

of the amendment would also result in a corresponding rezone from the Single Family Medium Density Residential (SFM) zone district to the Multifamily Medium Density Residential (MFM) zone district.

### ***Review and Approval Criteria***

Comprehensive Plan map amendments are subject to the criteria below from Tumwater Municipal Code (TMC) 18.60.025(B):

1. *All amendments to the comprehensive plan must conform with the requirements of the Washington State Growth Management Act, Chapter 36.70A RCW, and all amendments for permanent changes to the comprehensive plan must be submitted to the Washington State Department of Commerce, pursuant to RCW 36.70A.106.*

The proposed amendment being considered is in accordance with the City's annual Comprehensive Plan amendment process, as required by RCW 36.70A. If the amendment is approved by the City Council, the proposed amendment will be submitted to the Washington State Department of Commerce pursuant to RCW 36.70A.106.

The proposed Comprehensive Plan map amendment and corresponding rezone meet the fourteen goals of the Washington State Growth Management Act as follows:

- (1) *Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*

The proposed amendment occurs near the central urban area of the City 0.30 miles from the Intercity Transit 12 West Tumwater line. Utilities including sewer and water are in the immediate vicinity. The site is close to services. The proposed amendment could provide more housing in close proximity to services and jobs.

- (2) *Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*

The proposed amendment is consistent with this goal, as it would allow for residential uses in close proximity to jobs and services. The requested Multi-Family Medium Density Residential (MFM) land use designation and Multifamily Medium Density Residential (MFM) zone district is the least intense multifamily designation and zone district in the City at nine to fifteen dwellings per acre.

- (3) *Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.*

Littlerock Road SW is designated an arterial in the City's Transportation Plan. Future development of the site would trigger frontage improvements. The location is good for higher intensity residential uses because of its connectivity for multimodal transportation options.

- (4) *Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

The proposed Comprehensive Plan map amendment and corresponding rezone would allow for an enhancement in the variety of housing stock in the City. Additionally, Chapter 4 of the Land Use Element of the Comprehensive Plan on page 76 states that

*"...as population increases in the Thurston County area and housing costs become increasingly more expensive due to land and construction cost, it is likely that a larger market for higher density development will occur."*

The proposal is a Comprehensive Plan map amendment from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM) and corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM). The proposal would allow for more intense residential uses, which is consistent with this goal.

- (5) *Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*

A change in land use designation and zone district would allow the proposed amendment area to be developed with a wider range of more intense residential uses as compared to the current Single Family Medium Density Residential (SFM) land use designation. Generally, businesses need residential uses in close proximity in order to survive. The proposal increases multifamily residential uses in close proximity to business centers, which is consistent with the goal.

- (6) *Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.*

The proposal does not require any taking of private property.

- (7) *Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.*

The proposed Comprehensive Plan map amendment and corresponding rezone is being considered as a part of the City's annual Comprehensive Plan amendment review.

- (8) *Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.*

Neither the proposed amendment area nor any of the properties in the vicinity are designated for natural resources.

- (9) *Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.*

The proposed amendment area is not designated for open space and recreation. Future development of the proposed amendment area would need to comply with all development regulations that pertain to open space and parks requirements.

- (10) *Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.*

Any future development would need to comply with all the applicable environmental regulations.

- (11) *Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*

All property owners within 300 feet of the exterior boundaries of the proposed amendment area were notified about the application by letter on July 27, 2022. All property owners within 300 feet of the exterior boundaries of the proposed amendment area and all interested agencies and jurisdictions were sent a separate notification about the public hearing for the proposal. In addition, City residents and all interested parties, agencies and jurisdictions were notified about the application and the public hearing for the proposal as part of the proposed 2022 Comprehensive Plan map amendment and rezone process on September 16, 2022.

- (12) *Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

The City provides sewer and water service to the proposed amendment area. Streets in the general vicinity are operating within the expected levels of service. Future development of the proposed amendment area would likely require a traffic study and mitigation of the impacts, as well as proof of adequate water and sewer service

- (13) *Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.*

The proposed amendment area is not the site of known historical or archaeological significance.

- (14) *Shorelines of the state.*

The proposed amendment area is not located within 200 feet of any shoreline of the state.

2. *Text amendments and site-specific rezone applications should be evaluated for internal consistency with the comprehensive plan, and for consistency with the county-wide planning policies, related plans, and the comprehensive plan of Thurston County or cities which have common borders with Tumwater.*

The proposed Comprehensive Plan map amendment and corresponding rezone is consistent with the Comprehensive Plan, including the Land Use and Housing Elements. The Comprehensive Plan is consistent with the Thurston County-Wide Planning Policies and the goals of Sustainable Thurston.

The applicable goals of the Land Use Element of the Comprehensive Plan are as follows:

Land Use Element Goal LU-2 states:

*Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.*

The proposal would allow for future urban infill development in an area with existing services. The proposed amendment area is within close proximity to jobs, as well as other retail and service providers north of the property.

Land Use Element Goal LU-3 states:

*Ensure adequate public services, facilities, and publicly owned utilities are available to proposed and existing development.*

City sewer and water service are available in the immediate vicinity of the proposed amendment area.

Land Use Element Goal LU-4 states:

*Encourage land use patterns that increase the availability of affordable housing for all economic segments of the Tumwater population.*

The proposal would change the current land use designation of the proposed amendment area from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM), which is the least intense multifamily land use designation in the City. If the proposed amendment area was developed with the Multi-Family



Medium Density Residential (MFM) land use designation, it could help to provide additional housing diversity for a range of lifestyles, incomes, abilities, and ages.

Land Use Element Goal LU-5 states:

*Ensure development patterns encourage efficient multimodal transportation systems coordinated with regional, City, and county transportation plans.*

The proposed amendment area is near jobs and services.

Land Use Element Goal LU-6 states:

*Reduce impacts from flooding; encourage efficient stormwater management; and ensure that the groundwater of Tumwater is protected and preserved.*

The proposed amendment area is not located within a 100-year floodplain. At the time of the future development of the proposed amendment area, the Public Works Department would review the stormwater management system, in order to protect and preserve the groundwater and reduce impacts from flooding.

Land Use Element Goal LU-11 states:

*Ensure new and existing development is energy efficient.*

All new development in the City must meet the Washington State Energy Code.

The applicable goals of the Housing Element of the Comprehensive Plan are as follows:

Housing Element Goal H-5 states:

*To supply sufficient, safe, suitable housing sites and housing supply to meet projected future housing needs for Tumwater over the next 20 years.*

Housing Element Goal H-6 states:

*To promote a selection of housing that is decent, safe, and sound, in close proximity to jobs and daily activities, and varies by location, type, design, and price.*

The proposal meets the intent of both Goals 5 and 6 since it would allow for lower density multifamily residential development within walking distance of services, retail, and jobs.

Housing Element Goal H-12 states:

*To encourage urban growth within the city limits with gradual phasing outward from the urban core.*

The proposal meets the intent of the goal. The proposed amendment is consistent with the goal because the proposed amendment area contains vacant property located within close proximity to a core urban area of the City.

3. *Whether conditions in the area for which comprehensive plan change/zoning amendment is requested have changed or are changing to such a degree that it is in the public interest to encourage a change in land use for the area.*

The conditions in the area for which the proposed Comprehensive Plan map amendment and corresponding rezone covers has changed to a degree that it is in the public interest to support an amendment to the current land use designation and zone district for the area.

Since the property was originally designated Single Family Medium Density Residential (SFM), there has been high degree of interest in higher intensity development in the area.

4. *Whether the proposed comprehensive plan zoning amendment is necessary in order to provide land for a community-related use which was not anticipated at the time of adoption of the comprehensive plan.*

The criterion does not apply.

### ***Planning Commission Conclusions***

1. The proposal meets the review and approval criteria found in TMC 18.60.025(B).
2. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with the goals of the Washington State Growth Management Act.
3. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with Goals LU-2, LU-3, LU-4, LU-5, LU-6, and LU-11 of the Land Use Element of the Comprehensive Plan.

4. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with Goals H-5, H-6, and H-12 of the Housing Element of the Comprehensive Plan.
5. The potential impacts of the proposed Comprehensive Plan amendment has been considered together with the other amendments in the 2022 annual Comprehensive Plan amendment final docket with the criteria found in TMC 18.60.025(B) and proposed amendments do not create any inconsistencies when evaluated together.
6. Based on the above review and analysis, the Planning Commission concluded that the proposed Comprehensive Plan map amendment and corresponding rezone are consistent with the requirements of the Washington State Growth Management Act, Thurston County-Wide Planning Policies, the goals of Sustainable Thurston, and the Comprehensive Plan.

### ***Planning Commission Recommendation***

1. The Planning Commission recommended approval of the proposed Comprehensive Plan map amendment from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM) and corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM) as shown in the Appendix 1.2 – *Proposed Map Amendments*.

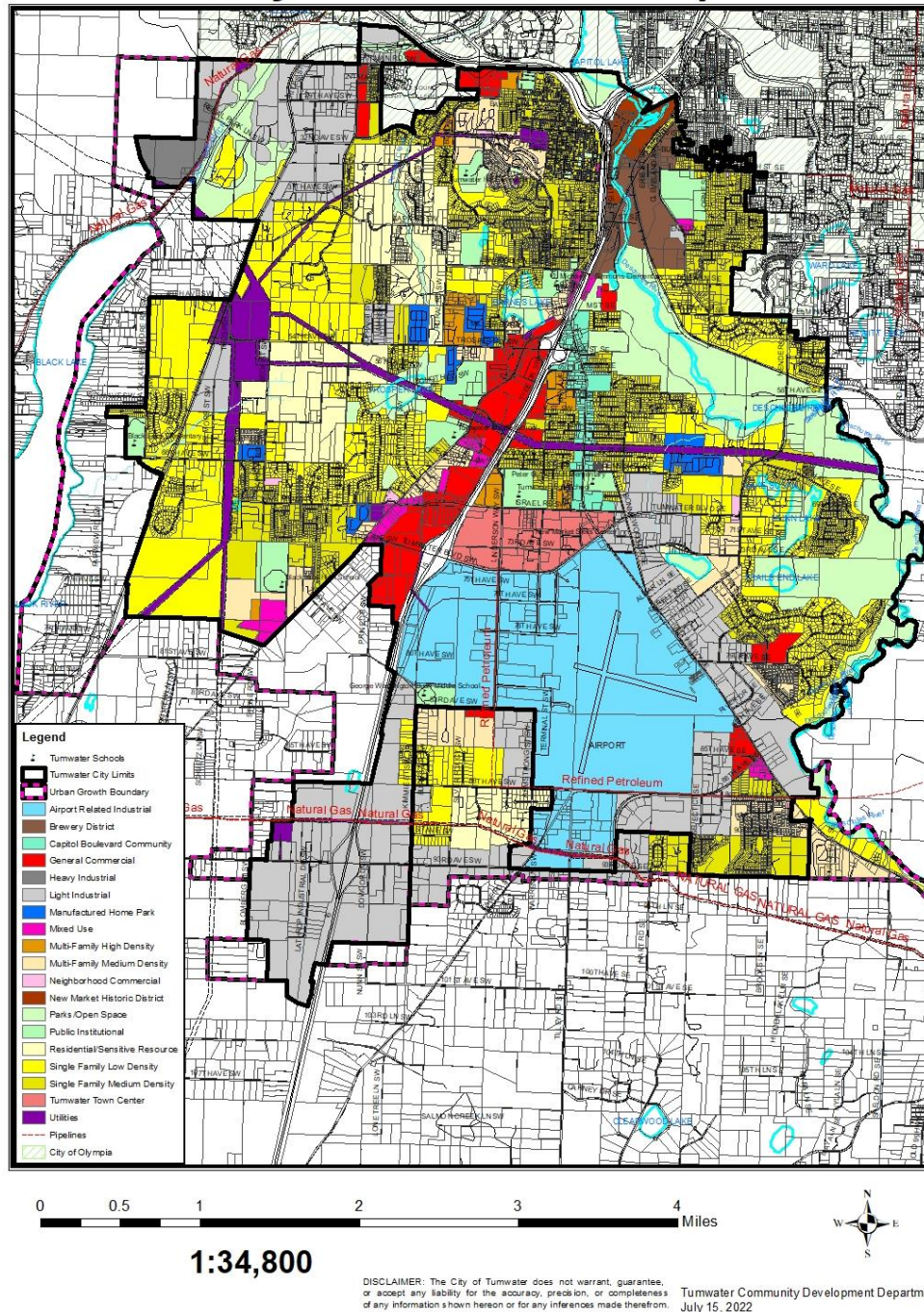
### ***Effects of the Proposed Amendment***

The proposed Comprehensive Plan map amendment and corresponding rezone would necessitate changes to the City-Wide Land Use Map in the Comprehensive Plan (Map 1C), the Littlerock Neighborhood Future Land Use Map in the Comprehensive Plan (Map 1D), and the City-Wide Zoning Map (Map 1E) as shown in Appendix 1.2 – *Proposed Map Amendments* and Ordinance No. O2022-003.

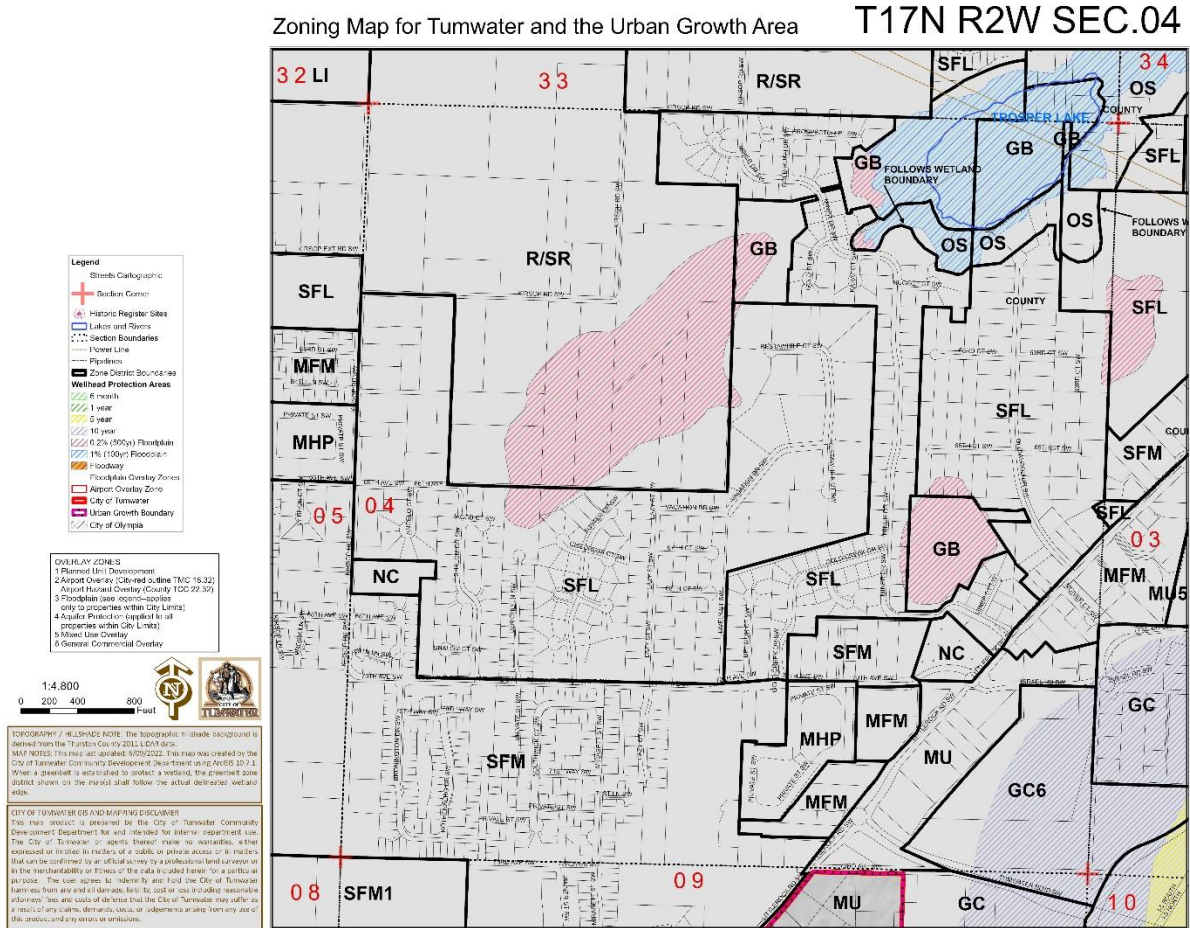
## Appendix 1.1 – Maps

*Map 1A – Existing Comprehensive Plan Designations*

## City of Tumwater City-Wide Land Use Map

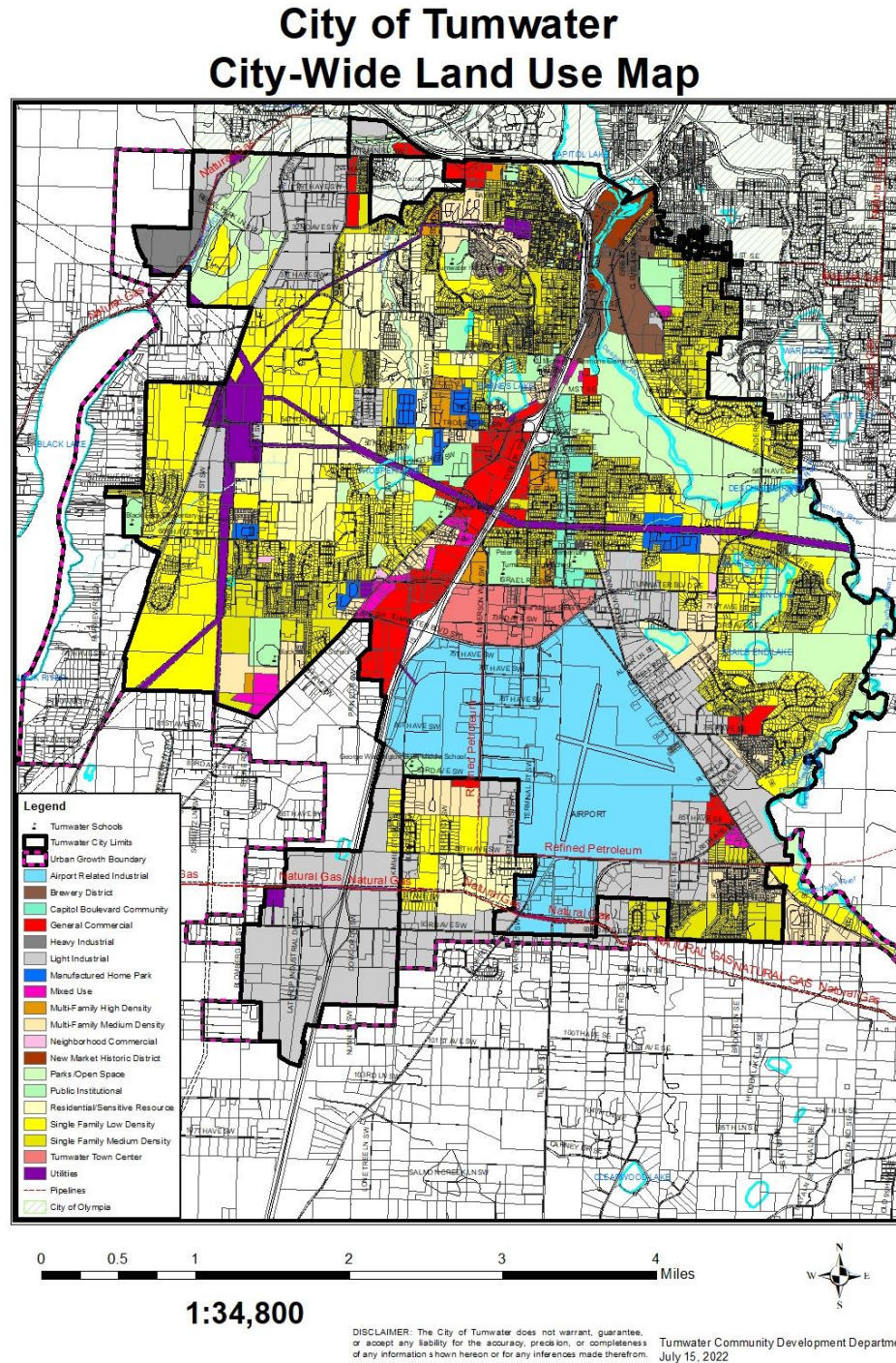




**Map 1B – Existing Zone District**

## Appendix 1.2 – Proposed Map Amendments

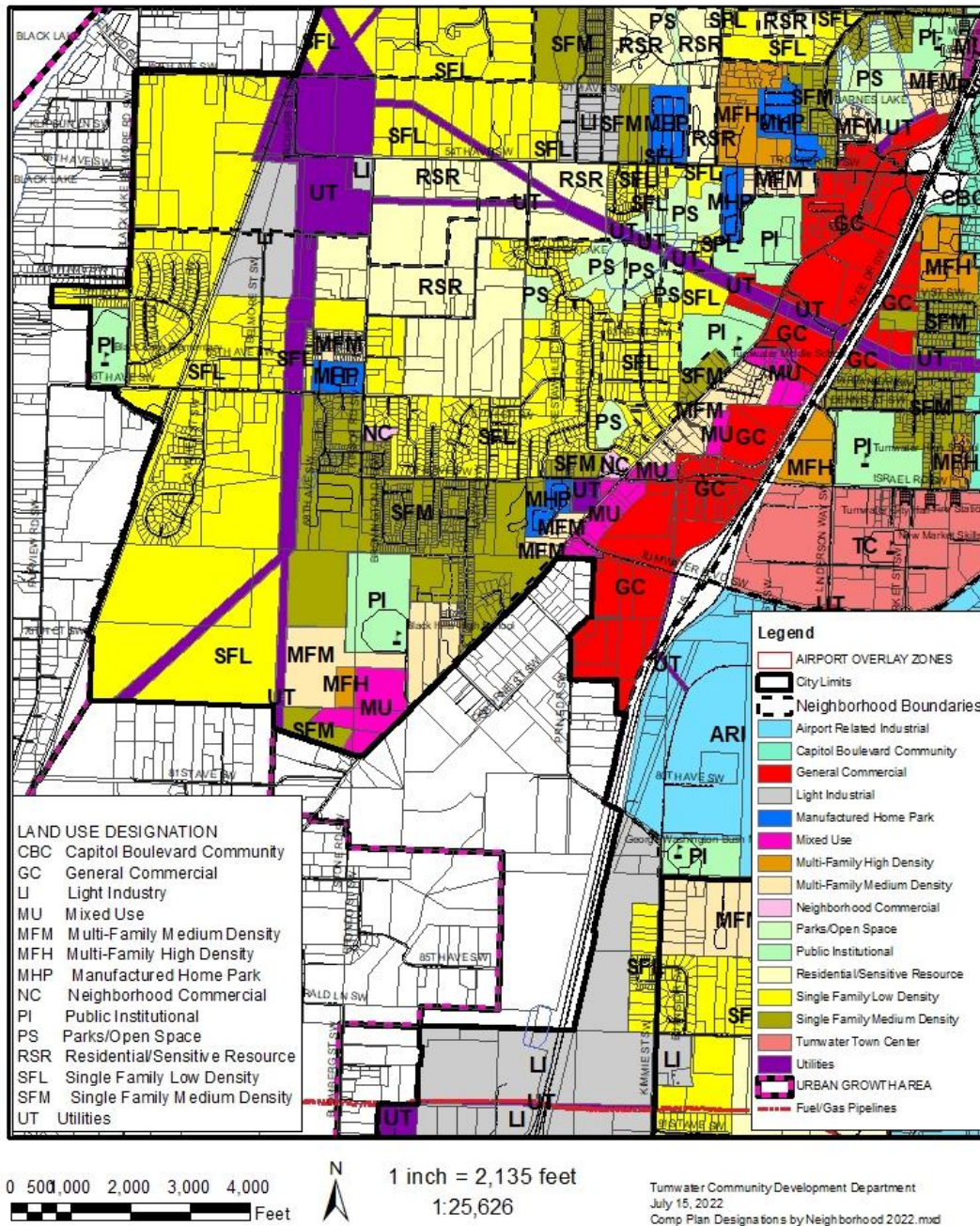
### Map 1C – Proposed Amendment to the Comprehensive Plan City-Wide Land Use Map

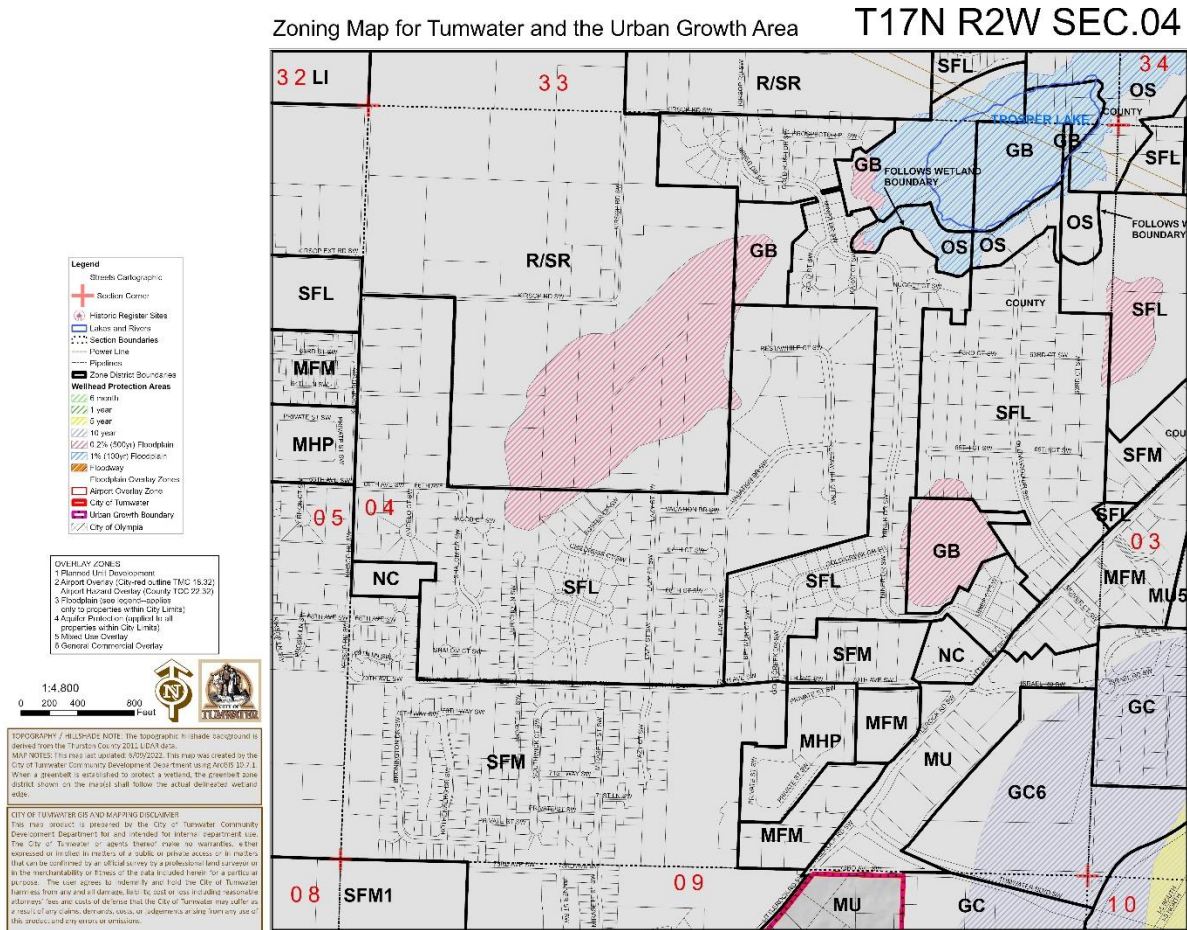




**Map 1D – Proposed Amendment to the Comprehensive Plan Littlerock Neighborhood Future Land Use Map**

## Littlerock Neighborhood Future Land Use



**Map 1E – Proposed Amendment to the City-Wide Zoning Map**



**Appendix 1.3 – Applications for the Wells Littlerock Comprehensive Plan  
Land Use Map Amendment and Rezone**

[See attached]

## B. 2022 CITY SPONSORED COMPREHENSIVE PLAN MAP AND TEXT AMENDMENTS AND CORRESPONDING REZONE

### 2. Neighborhood Character – Review Comprehensive Plan Housing and Land Use Elements

#### **Summary**

The proposal is a City sponsored review of the Housing and Land Use Elements of the Comprehensive Plan for potential amendments related to the use of “neighborhood character” in support of the *Tumwater Housing Action Plan*.

#### **Proposal**

1. Review of the Housing and Land Use Elements of the Comprehensive Plan for potential amendments related to the use of “neighborhood character” and similar terms in support of the *Tumwater Housing Action Plan*.

#### **Sponsor**

City of Tumwater

#### **Background**

The City Council placed the proposed Comprehensive Plan amendment on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission’s recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

After the City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments, Community Development Department staff reviewed the Comprehensive Plan Housing and Land Use Elements to evaluate the use of the term “neighborhood character” in support of the *Tumwater Housing Action Plan*. Appendix 2.1 contains the relevant sections of the Comprehensive Plan that address “character,” “atmosphere,” or a similar term in **yellow highlight**.

At their August 23, 2022 worksession, the Planning Commission focused their discussion on Amendment #2 – Neighborhood Character.

Prior to the August 23, 2022 worksession, Community Development Department staff recommended that the Planning Commission review Appendix 2.1 – *Relevant Sections of the Housing and Land Use Elements of the Comprehensive Plan* to see how “character” and similar terms are being used in the Comprehensive Plan Housing and Land Use Elements. In addition, Community Development staff recommended that the Planning Commission review all the goals, policies, and actions in the attached Housing and Land Use Elements in Appendix 2.1 as well to understand the policy context for the discussion.

At their August 23, 2022 worksession, the Planning Commission did not identify specific amendments to consider as part of the 2022 Comprehensive Plan amendment cycle, but did recommend that staff include a similar review as part of the 2022-2025 Comprehensive Plan Update. In that review, the Planning Commission recommended focusing on the use of the terms “residential,” “character,” and “stability.” The intent would be to make sure that “residential” encompasses all types of residential developments and intensities and “character” and “stability” are not used prelude new development that meets the City’s design guidelines and is safe, compact, efficient, encourages natural and social interaction, provides most needs within short distances, discourages environmentally disruptive influences, and is well connected with other areas

### ***City of Olympia Comprehensive Plan Land Use and Urban Design***

In 2021, at the direction of the Olympia City Council, the City of Olympia went through a Comprehensive Plan amendment process to review and amend the Land Use and Urban Design section of their Comprehensive Plan to address the use of the term “neighborhood character.” The Olympia City Council started with a recommendation for a definition of “neighborhood character” as “accessible, sustainable, and culturally inclusive neighborhoods.”

After further discussion with City of Olympia staff, the Council of Neighborhoods Association, and the Planning Commission, the Olympia City Council approved the final amendment language:

*Neighborhood character is made up of a variety of elements that give a neighborhood its distinct identity. Neighborhood characteristics are not stagnant and will change over time. Consideration of neighborhood character will vary by the unique features of a neighborhood and includes its physical attributes that contribute to its sense of place and identity. These elements may include, but are not limited to, a neighborhood’s land use, urban design, visual resources, and/or historic resources. This includes design elements of buildings (mass, scale,*

*materials, setting, and setbacks), parks and open space, provision of City utilities, street grids and connections, and street trees. Our community considers it essential that all neighborhoods become accessible, sustainable, and culturally inclusive.*

- *Accessible: Includes ADA compliancy, multimodal mobility, and housing affordability.*
- *Sustainable: Promotes a healthy environment, a diverse and resilient local economy, and historic preservation, including, reuse, and adaptability of existing buildings.*
- *Culturally inclusive: Recognizes, supports and promotes diverse housing types, strong arts and historic preservation, and the various contributions of diverse Olympians, past and present.*

*Neighborhood character will be balanced with other plan goals and policies, such as increasing the variety of housing types and providing people-oriented places, and implemented through the City's development regulations.*

### ***Comprehensive Plan Review***

Community Development Department staff reviewed the Housing and Land Use Elements of the Comprehensive Plan. In Appendix 2.1 – Relevant Sections of the Housing and Land Use Elements of the Comprehensive Plan, Community Development Department staff identified all the sections of the Housing and Land Use Elements that addressed the character of the City, land use designation, or neighborhood.

### ***Planning Commission Conclusions***

1. The Planning Commission reviewed the potential for including amendments to the Comprehensive Plan in the 2022 Comprehensive Plan text amendment process.
2. Based on the above review and analysis, the Planning Commission concluded that any amendments to the Comprehensive Plan to address the use of the term neighborhood character should not be included in the 2022 Comprehensive Plan amendments, but should be considered in the required ten-year Comprehensive Plan update process that will start in the fall of 2022.

### ***Planning Commission Recommendation***

1. The Planning Commission recommended that no amendments to the Comprehensive Plan to address neighborhood character at this time.

2. The Planning Commission recommended that amendments to the Housing and Land Use Elements of the Comprehensive Plan be considered as part of the next Washington State Growth Management Act required ten-year Comprehensive Plan update that will start in the fall of 2022 that is due June 2025.

## Appendix 2.1 – Relevant Sections of the Housing and Land Use Elements of the Comprehensive Plan

*(Pages 29-38 of the Comprehensive Plan Housing Element)*

### 5.1 Housing Goals, Policies, and Actions

**GOAL H-1: To conserve and improve the existing city housing stock and quality of life of neighborhoods.**

<u>Policy</u>	<u>Action</u>
H-1.1	Assist city neighborhoods in maintaining and rehabilitating the existing housing stock as decent, safe, sanitary, and affordable housing.
	H-1.1.1 Create a formal maintenance and rehabilitation program beyond the current City code enforcement procedures to support Policy H-1.1 in coordination with the City's work with the Regional Housing Council.
H-1.2	Encourage a range of housing, economic development, and community revitalization in the city.
H-1.3	Promote the quality of life of existing communities and implementation of community housing goals through the preparation of comprehensive plans and the development review process.
H-1.4	Provide assistance to improve community surroundings and infrastructure in residential areas.
H-1.5	Encourage and facilitate economic development as an important part of provision of housing by providing jobs.
	H-1.5.1 Continue implementation of economic development efforts to provide jobs in Tumwater.

**GOAL H-2: To provide a sufficient number of single family dwelling units, multi-family dwelling units, manufactured homes, and group housing to provide an affordable selection of housing to each economic segment of the Tumwater population.**

<u>Policy</u>	<u>Action</u>
H-2.1	Provide sufficient, suitably zoned land for development of all housing types to accommodate the future needs for each type of housing, including single-family detached dwellings, accessory dwelling units, townhouses, duplexes, triplexes, fourplexes, multi-family dwellings, cottage housing, senior housing, roominghouses, group housing, and manufactured homes in manufactured home parks and on single lots.
H-2.2	Provide opportunities for a range of housing types to provide for all economic segments of Tumwater's population.
H-2.2.1	Monitor the Land Use Element and Zoning Code to ensure an adequate supply of suitably zoned land.
<b>GOAL H-3:</b>	<b>To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.</b>

<u>Policy</u>	<u>Action</u>
H-3.1	Encourage the development of innovative plans, codes, standards, and procedures in order to take advantage of new private and public sector approaches to housing provision.
H-3.1.1	The Zoning Code allows manufactured homes on single-family lots in all residential zones. It is the intent of the Housing Element to promote the designation of a sufficient supply of land for traditional mobile/manufactured home parks—and to recognize that modular/manufactured housing on single family lots and in manufactured home parks is a viable form of housing construction.
H-3.1.2	Increase code enforcement efforts and build public private partnerships to encourage renovations of unfit structures for use as transitional or affordable housing.
H-3.2	Encourage provision of adequate building sites through appropriate land use planning and zoning codes, infrastructure supply, and overall regulatory climate.

- H-3.3 Tumwater should assume its "fair share" of housing for low and moderate income groups, in cooperation with other jurisdictions in Thurston County.
- H-3.3.1 Monitor land supply, census data, and housing policies to ensure Tumwater accommodates its fair share of housing for low and moderate income groups.
- H-3.3.2 Work with Tumwater School District, Housing Authority, and other agencies and organizations to pursue grant funding and implement transitional housing strategies for families with children.
- H-3.3.3 Establish a multi-family tax exemption program that gives financial incentive for developers to create multi-family structures in target areas and to set aside a percentage of units as low-income housing.
- H-3.4 Tumwater should work with the other jurisdictions in Thurston County as part of the Regional Housing Council to share decision making responsibilities related to homelessness and affordable housing in Thurston County to allow for collaboration in expanding affordable housing options and sharing the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County.

**GOAL H-4: To provide adequate opportunities for housing for all persons regardless of age, race, color, national origin, ancestry, sex, sexual orientation, familial status, marital status, ethnic background, source of income use of federal housing assistance, or other arbitrary factors.**

**Policy**

**Action**

- H-4.1 Support the inclusion of living opportunities for families with children throughout the city.
- H-4.2 Support and encourage a variety of housing types and price ranges through appropriate policies and regulations.
- H-4.2.1 Continue the requirement for reasonable maximum lot sizes in order to create smaller lots that are more



affordable and that allow a more efficient use of City services.

- H-4.2.2 Encourage homeowner associations to adopt Covenants, Conditions, and Restrictions (CCRs) consistent with this policy.

**GOAL H-5: To supply sufficient, safe, suitable housing sites and housing supply to meet projected future housing needs for Tumwater over the next 20 years.**

<u>Policy</u>	<u>Action</u>
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H-5.1	Ensure appropriate land use designations and Zoning Code designations to provide sufficient land for housing construction.
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H-5.1.1	Monitor the Land Use Element and Zoning Code to ensure an adequate supply of suitably zoned vacant land. (2.1.1)
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H-5.1.2	Continue joint planning with Thurston County to plan for future growth in Tumwater.
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H-5.2	Lands not suitable for development due to site constraints such as wetlands, steep slopes, geologically hazardous areas, etc., should be identified and considered when determining sufficient land for new housing in accordance with Tumwater's Conservation Plan.
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H-5.3	Encourage construction practices, which exceed minimum standards. Tumwater will support the use of alternative building designs and methods that exceed the minimum standards set by Tumwater.
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**GOAL H-6: To promote a selection of housing that is decent, safe, and sound, in close proximity to jobs and daily activities, and varies by location, type, design, and price.**

<u>Policy</u>	<u>Action</u>
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H-6.1	Protect residential areas from undesirable activities and uses through aggressive enforcement of adopted City codes.
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H-6.2	Provide for a dynamic mix of residential land uses and zones in order to create a diverse mix of sites available for different housing types.
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- H-6.2.1 Continue to monitor the available land supply, census data, and City policies to ensure a diverse mix of land for residential housing stock.
- H-6.2.2 Continue to implement innovative design techniques, such as zero lot line developments, architectural design standards, alley houses, and attached single-family housing. Zero lot line developments are residential real estate in which the structure comes up to or very near to the edge of the property. Zero-lot-line houses are built very close to the property line in order to create more usable space.
- H-6.3 Support increasing housing opportunities along urban corridors and centers.
- H-6.4 Encourage provision of affordable housing near public transit routes to promote efficient transportation networks.
- H-6.4.1 Continue to involve Intercity Transit in Tumwater's development review process.
- H-6.5 Tumwater will maintain current Building Code standards and will use the most up to date future Code editions.
- H-6.6 Increase the variety of housing types outside of corridors and centers of appropriate intensities with supporting design guidelines to meet the needs of a changing population.
- GOAL H-7: To ensure that housing is compatible in quality, design, and density with surrounding land uses, traffic patterns, public facilities, and environmentally sensitive areas.**

**Policy****Action**

- H-7.1 Support the stability of established residential neighborhoods through appropriate plans and codes.
- H-7.1.1 Continue to implement design standards for multi-family and attached single-family dwellings in order to ensure compatibility with existing neighborhoods.
- H-7.2 Assure housing will be well maintained and safe.

H-7.3 Enhance the appearance of and maintain public spaces in residential areas.

H-7.4 Promote community involvement to achieve neighborhood improvement.

**GOAL H-8: To support healthy residential neighborhoods which continue to reflect a high degree of pride in ownership or residency.**

<u>Policy</u>	<u>Action</u>
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H-8.1	Support the stability of established residential neighborhoods.
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H-8.2	Assure housing will be well maintained and safe.
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H-8.2.1	Protect residential areas from undesirable activities and uses through aggressive enforcement of adopted City codes.
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H-8.3	Enhance the appearance of and maintain public spaces in residential areas.
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H-8.4	Promote community involvement to achieve neighborhood improvement.
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H-8.4.1	Encourage neighborhood meetings to discuss community issues as situations and concerns arise.
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H-8.5	Encourage home ownership for Tumwater residents.
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**GOAL H-9: To encourage a variety of housing opportunities for those with special needs, particularly those with problems relating to age or disability.**

<u>Policy</u>	<u>Action</u>
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H-9.1	Require housing to meet the needs of those with special housing requirements without creating a concentration of such housing in any one area.
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H-9.2	Assist social service organizations in their efforts to seek funds for construction and operation of emergency, transitional, and permanent housing.
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- H-9.3 Support and plan for assisted housing opportunities using federal, state, or local aid.
- H-9.4 Encourage and support social and health service organizations, which offer support programs for those with special needs, particularly those programs that help people remain in the community.
- H-9.5 Encourage alternative housing strategies for homeless youth, which may include Host Homes.

**GOAL H-10: To provide housing that is compatible and harmonious with existing neighborhood character through use of innovative designs that enhance the appearance and quality of Tumwater's neighborhoods.**

<u>Policy</u>	<u>Action</u>
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- |        |   |
|--------|---|
| H-10.1 | Encourage innovation and variety in housing design and development. Tumwater will support efforts to build housing with unique individual character, which avoids monotonous neighborhood appearance. |
| H-10.2 | Multi-family residential housing should be subject to design criteria that relate to density, structure bulk, size and design, landscaping, and neighborhood compatibility.                           |
|        | H-10.2.1 Continue to implement multi-family housing design standards.   |

**GOAL H-11: To provide housing to accommodate Tumwater's housing needs in the urban growth area and make the most efficient use of infrastructure and services.**

<u>Policy</u>	<u>Action</u>
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- |        |  |
|--------|--|
| H-11.1 | Reference the Transportation Element and anticipated transportation impacts when making housing decisions affecting the location and density of housing. |
| H-11.2 | Reference utility plans and the impact of housing decisions on capital improvements planning.  |
| H-11.3 | Encourage the construction of affordable housing, including cottage housing and accessory dwelling units, within a half mile or twenty minute            |

walk of an urban center, corridor or neighborhood center with access to goods and services to provide access to daily household needs.

**GOAL H-12: To encourage urban growth within the city limits with gradual phasing outward from the urban core.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
H-12.1	Encourage the construction of housing on vacant property within the city and the redevelopment of underdeveloped property within residential areas to minimize urban sprawl and associated public service costs.
H-12.1.1	Continue to review and revise, as necessary, City Development Standards deemed unnecessary and make development more expensive and/or difficult.
H-12.1.2	Continue to support high-density zoning within specific areas of the city that have the infrastructure and services to support high-density housing.
H-12.1.3	Continue to implement minimum density levels for all residential zoning districts to ensure efficient use of the urban growth area.
H-12.1.4	Work cooperatively with Thurston County to provide for more efficient and orderly annexations to facilitate urban service delivery.

**GOAL H-13: Ensure consistency with RCW 36.70A.070(2)(c) which requires sufficient land be available for all types of housing including manufactured housing.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
H-13.1	Maintain the manufactured home park district zoning in appropriate areas in order to prevent conversion of affordable housing to other uses without replacement.
H-13.1.1	Encourage manufactured housing park district zoning to locate near transit services.

- H-13.2      When locating zones and designations for manufactured home parks, carefully consider the risks from natural hazards, such as flooding and liquefaction, and the impacts of those hazards on the future residents of those manufactured home parks, Tumwater's emergency responders, and the city as a whole.

*(Pages 29-38 of the Comprehensive Plan Land Use Element)***2.2 Residential Uses**

The quality and integrity of Tumwater's residential neighborhoods defines the **character of the community** and makes it unique. Ensuring that these neighborhoods remain stable and vital is of primary importance. Residential designations in Tumwater should provide a broad range of housing choices to meet the needs of all people in the community.

Residential development in Tumwater should be developed with the following guidelines:

- Residential development should provide for a dynamic mix of housing types to accommodate the many diverse housing needs of the citizens of Tumwater.
- New residential development should provide open spaces. "Wall to wall" development is not acceptable.
- Ensure that housing is compatible in quality, design, and intensity with surrounding land uses, traffic patterns, public facilities, and environmentally sensitive areas.
- Ensure that new residential development promotes a reasonable diversity in housing types.
- Support the stability of established residential neighborhoods.
- Support incentives for housing ownership in addition to rental housing.
- Enhance the appearance of and maintain public spaces in residential areas.
- Promote community involvement to achieve neighborhood improvement.

Some neighborhood-scale commercial uses are appropriate in residential areas to serve the needs of the local neighborhood. These uses may include neighborhood-scale retail uses, personal services, and small professional offices, including residences in conjunction with these businesses. These uses should be allowed in all residential zones except those designated Residential and Sensitive Resource. These uses should only be allowed as conditional uses to ensure that the uses demonstrate compatibility with the existing neighborhood.

Compatibility should be achieved using buildings that are sized and designed to be residential in scale; small overall area devoted to neighborhood-scale commercial use; and design and layout, which screens residential areas from excessive noise, lights, storage, and parking areas. These uses should be oriented primarily towards pedestrian and bicycle use. Uses, which would result in excessive automobile traffic, should be discouraged, such as gas stations, drive-thru restaurants.

Most neighborhood-scale commercial areas serving a particular neighborhood will consist of one business. However, new neighborhood-scale commercial uses may be considered in areas where one or more such uses already exist. In those cases, additional businesses should be located adjacent to the existing business in small clusters to avoid the development of commercial strips or many small businesses strung out along transportation corridors.

Mobile and manufactured home parks, which were legally established prior to adoption of this plan, should have the “Manufactured Home Park” designation applied to them in order to ensure a sufficient supply of land for manufactured homes in parks.

Several designations for residential land use in Tumwater were developed in order to meet the goals of the Growth Management Act, the Land Use Element, and the Housing Element. Each of these designations has specific criteria and characteristics related to development in each designation.

**Table 6. Range of Dwelling Units per Acre by Land Use Designation and Zone District**

Land Use Designation	Implementing Zone District	Dwelling Units Per Acre
Residential/Sensitive Resource	• Residential/Sensitive Resource	2-4 Dwelling Units/Acre
Single Family Low Density	• Single Family Low Density	4-7 Dwelling Units/Acre
Single Family Medium Density	• Single Family Medium Density	6-9 Dwelling Units/Acre
Multi-Family Medium Density	• Multi-Family Medium Density	9-15 Dwelling Units/Acre*
Multi-Family High Density	• Multi-Family High Density	14-29 Dwelling Units/Acre**
Manufactured Home Park	• Manufactured Home Park	6-9 Dwelling Units/Acre
Mixed Use	• Mixed Use	Minimum 14 Dwelling Units/Acre



Land Use Designation	Implementing District	Zone	Dwelling Units Per Acre
Capitol Boulevard Community	• Capitol Boulevard Community		Minimum 30 Dwelling Units/Acre or less, depending on subsection
Brewery District	• Brewery District		8-20 Dwelling Units/Acre
Tumwater Town Center	• Town Center		Minimum 30 Dwelling Units/Acre or less, depending on subsection

\* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family Medium Density land use designation would be allowed to exceed the maximum density stated in Table 6 up to a new maximum density of 20 dwelling units per acre.

\*\* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family High Density land use designation would be allowed to exceed the maximum density stated in Table 6 up to a new maximum density of 39 dwelling units per acre.

#### 2.2.1 Residential/Sensitive Resource (2-4 Dwelling Units/Acre)

The purpose of this designation is to recognize areas of **unique open space character** and sensitivity to environmental disturbance such as around stream corridors, lakes, and wetlands within the city limits and Tumwater's Urban Growth Area.

Residential/Sensitive Resource areas are intended to be used only for exceptional places within the City and its Urban Growth Area. This designation should be applied to areas that are not protected by the Shoreline Management Act and are not already built out. These areas are where intensive urban development would adversely affect ground or surface waters or environmental resource areas.

In addition to being of a relatively low density, development in these areas should be clustered. Clustering means grouping or "clustering" development onto part of a property so that the remainder can be preserved as unbuilt open space. The intent of clustering development in this area is to preserve open space along environmentally sensitive areas and provide a lot configuration that allows for the preservation of the specified amount of open space and also allows for future applied density to be achieved over the 20-year time period.

In addition to clustering, other methods of preserving open space shall be strongly encouraged to guide development into less sensitive portions of the land, such as

purchase or donation, easements or deed restrictions, covenants, land exchanges, and transfer of development rights as a method of preserving open space. Densities in this designation should be two to four dwelling units/acre.

In order to protect groundwater resources from contamination by failing septic tanks and to ensure that urban services can be provided to certain areas in a cost efficient manner, a minimum density policy of two dwelling units/acre is recommended.

It is not the intent of this policy to prohibit construction on lots larger than are required for minimum density. What is important is that the property has the capacity to be developed at the minimum density in the future.

For example: If a property owner proposes to construct a house on a five-acre lot and the minimum density is two dwelling units per acre (one-half acre lots), they would not be prohibited from doing so. However, the house must be sited on the five-acre lot such that other houses could be built on the site in the future if needed.

Soils and other natural systems should be capable of supporting densities of up to four dwelling units per acre with urban services without resulting in the degradation of sensitive areas such as stream corridors, lakes, and sensitive aquifers.

The full range of urban services should be available or be planned in the near future in accordance with the City's Lands for Public Purposes Element and Capital Facilities Plan.

Construction activities in areas assigned this designation should only occur in the drier months of the year in order to protect Percival Creek from sedimentation and construction-associated runoff.

Density transfer in the Planned Unit Development overlay zoning district is not appropriate in this designation due to the extreme sensitivity of the area to environmental disturbance.

Accessory units should be permitted in this designation within the permitted density on lots with sewer connections, except where the Health Department has approved septic systems. Accessory units will provide affordable housing and extra income for homeowners.

Where clustering is used, it should be applied in the following manner in areas with this designation:

- Clustering is recommended for development proposals in the Residential/Sensitive Resource designation.

- Open space preserved through clustering should be at least 30% of the gross area of the site. Of this 30%, at least half should be useable for passive recreational purposes. Passive recreational uses include activities such as hiking, bicycling, horseback riding, and fishing; and areas that provide access to shorelines and other recreational uses. If half (50%) of the 30% preserved for open space on a lot or development proposal is not useable for passive recreational purposes, then an additional amount of open space should be set aside to make the amount of area usable for passive recreational purposes. This should be equal to the amount of open space area that is not useable for passive recreational purposes.

Designated manufactured housing should be permitted on single lots in this designation.

### 2.2.2 Single Family Low Density (4-7 Dwelling Units/Acre)

The density of new development in the Single Family Low Density designation should be averaged over the entire site in order to reach the maximum densities required to accommodate future population. It is not the intent of the City to require that lots be of a specific size but that densities are met as an average of the overall site.

Clustering should be considered in this residential designation to protect sensitive areas yet still accommodate residential development.

Designated manufactured housing should be permitted on single lots in this designation.

Accessory units should be permitted in this designation within the permitted density on lots with sewer connections, except where the Health Department has approved septic systems. Accessory units will provide affordable housing and extra income for homeowners.

Single-family dwellings and duplexes should be permitted in this designation subject to Citywide Design Standards.

### 2.2.3 Single Family Medium Density (6-9 Dwelling Units/Acre)

The density of new development in the Single Family Medium Density designation should be averaged over the entire site in order to reach the maximum densities required to accommodate future population. It is not the intent of the City to require that lots be of a specific size but that densities are met as an average of the overall site.

It is envisioned that underlying zoning in this designation would permit innovative housing techniques such as attached single family, alley houses, z-lot, and alternate width lot housing. In order for these techniques to be used, there must be mechanisms to ensure neighborhood compatibility and design quality. Some of the innovative techniques that could be used in this designation include small single-family housing with alleys and zero lot line or Z-lot developments.

Clustering should be considered in this residential designation to protect sensitive areas yet still accommodate residential development.

Accessory units should be permitted within the permitted density in this designation to provide affordable housing and extra income for homeowners.

Duplexes should be permitted in this designation subject to design standards. Designated manufactured housing should be permitted on single lots in this designation.

This residential designation should provide a mix of housing types in order to provide affordable housing and ensure neighborhood stability.

#### 2.2.4 Multi-Family Medium Density (9-15 Dwelling Units/Acre)\*

The density of new development in the Multi-Family Medium Density designation should be averaged over the entire site in order to reach the maximum densities required to accommodate future population. It is not the intent of the City to require that lots be a specific size but that densities are met as an average of the overall site.

Detached Single Family housing could be provided in the Multi-Family Medium Density designation as long as the overall site meets the density goals of the designation. The intent of this policy is to ensure diversity in housing types in these areas. This residential designation is meant to provide primarily for multi-family condominium and apartment types of structures.

Clustering should be considered in this residential designation to protect sensitive areas yet still accommodate residential development.

Accessory units should be permitted in this designation within the permitted density to provide affordable housing and extra income for homeowners.

Designated manufactured housing should be permitted on single lots in this designation.

Manufactured home parks are permitted in the Multi-Family Medium Density Residential designation subject to City standards and site plan review by the Hearing Examiner.

Additionally, Multi-Family Medium Density designated areas should be accompanied by open space, environmental protection for sensitive areas and mass transit linkage in order to make these higher densities viable and compatible with the community.

\* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family Medium Density land use designation would be allowed to exceed the maximum density stated in Tables 5 and 6 up to a new maximum density of 20 dwelling units per acre

#### 2.2.5 Multi-Family High Density (14-29 Dwelling Units/Acre)\*

The Multi-Family High Density designation should be applied in areas that are planned-for major transportation corridors and areas adjacent to the city center. The density of new development in the Multi-Family High Density designation should be averaged over the entire site in order to reach the maximum densities required to accommodate future population. It is not the intent of the City to require that lots be of a specific size but that densities are met as an average of the overall site.

Clustering should be considered in this residential designation to protect sensitive areas yet still accommodate residential development.

Accessory units should be permitted in this designation only in areas of existing lower density single-family development. Minimum density requirements would preclude accessory units within new development in this designation.

Multi-Family High Density designated areas should be accompanied by significant open spaces, environmental protection for sensitive areas and mass transit linkage in order to make these higher densities viable and compatible with the community.

\* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family High Density land use designation would be allowed to exceed the maximum density stated in Tables 5 and 6 up to a new maximum density of 39 dwelling units per acre.

### 2.2.6 Manufactured Home Park (6-9 Dwelling Units/Acre)

The Manufactured Home Park (MHP) land use designation is intended to ensure consistency with RCW 36.70A.070(2)(c) which requires sufficient land be available for all types of housing including manufactured housing.

Manufactured home parks are permitted in this designation subject to City development standards and site plan review by the Hearing Examiner.

Designated manufactured housing should be permitted on pre-existing single lots of record in this designation.

This residential designation should help to provide sufficient land for manufactured housing in manufactured home parks and ensure neighborhood stability.

Uses that are incompatible or inconsistent with the goal of protecting and preserving manufactured home parks should not be allowed.

Manufactured Home Park designated areas should be accompanied by open space and environmental protection for sensitive areas in order to make these areas compatible with the community.

Subdivision and platting of properties for residential purposes, including condominiums, should not be allowed.

Additionally, these areas should be located along or near mass transit linkages and close to urban services.

Table 7 provides a summary of innovative land use techniques that are recommended to be used in each residential designation.

Table 7. Land Use Management Techniques for Residential Development

	<b>Residential / Sensitive Resource 2-4 Dwelling Units/Acre</b>	<b>Single Family Low Density 4-7 Dwelling Units/Acre</b>	<b>Single Family Medium Density 6-9 Dwelling Units/Acre</b>	<b>Multi- Family Medium Density 9-15 Dwelling Units/Acre *</b>	<b>Multi- Family High Density 14-29 Dwelling Units/Acre **</b>
Design Review	X	X	X	X	X
Revised Development Standards	X	X	X	X	X
Minimum Average Density	X	X	X	X	X
Clustering	X	X	X	X	X
Manufactured Homes on single lots	X	X	X	X	

\* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family Medium Density land use designation would be allowed to exceed the maximum density stated in Tables 5 and 6 up to a new maximum density of 20 dwelling units per acre.

\*\* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family High Density land use designation would be allowed to exceed the maximum density stated in Tables 5 and 6 up to a new maximum density of 39 dwelling units per acre.

*(Pages 47-50 of the Comprehensive Plan Land Use Element)***2.16 Design Review**

The City is, for the most part, a designed environment. Design will influence the degree to which development is attractive and appealing, comfortable and safe, compact, efficient, encourages natural and social interaction, provides most needs within short distances, discourages environmentally disruptive influences, and is well connected with other areas. Greater awareness and appreciation of the value of design will continue, and the demand for development that demonstrates design excellence will increase.

This trend and the movement to plan comprehensively will create new partnerships to achieve community goals. Public participation and interest in design will continue to increase with greater emphasis on design in City projects. With increasing density in some areas, design will become an important factor in providing stylistic compatibility and privacy.

The Design Guidelines complement the City's zoning code and provide a better tool for ensuring lasting value. Unlike zoning codes that can be prohibitive and exclusionary in their tone and language, Design Guidelines are illustrative and prescriptive.

They have proved very effective in promoting well designed, mixed-use, new and infill development.

The intent of design review in Tumwater is to create design and development guidelines that ensure lasting value through:

1. Infill and strengthening existing neighborhoods;
2. Livable neighborhoods;
3. Affordable housing;
4. Diversity in housing types and styles; and
5. Streetscape design as well as building and site design.

The Design Guidelines establish a context for development and encourage resolution of technical planning and urban design issues such as pedestrian and traffic circulation, stormwater runoff, landscaping and buffering, and building location and design.



Functions of Design Review through design and development guidelines:

1. Establishes a community design context;
2. Creates community planning and urban design policy;
3. Assures conformance to City plans and policies; and
4. Expedites project approval.

The design review process includes elements such as:

1. The appearance or image of a community
2. Street layout and design
3. Incorporating transit
4. Natural and scenic resources
5. Streetscape
  - Street character and liveliness
  - Pedestrian environment
  - Landscape design
  - Residence and street transition
6. Site Planning
  - Neighborhood character
  - Adjacent properties
  - Siting
  - Natural elements
  - Transit facilitation

## 7. Building Design

- Architectural character
- Character and massing
- Architectural elements
- Exterior finish materials
- Parking garages
- Mixed-use buildings
- Conversions and additions
- Special needs housing

Design review is necessary in Tumwater to ensure that new development is compatible with existing neighborhoods; to provide guidelines for innovative land use management techniques; and to provide guidelines for special areas of the City.

Design Guidelines were developed as a follow on implementing ordinance for the remaining areas of the City after consultation with affected groups including citizens, builders, and City staff. Design standards were developed through a process involving substantial public participation.

The goals and purpose of the Design Guidelines in Tumwater are to:

- Encourage the development of visually sensitive developments;
- Encourage developments that will contribute to the stability and integrity of a safe and attractive neighborhood;
- Recognize that aesthetic considerations along with environmental review contribute toward an enhanced environment; and
- Recognize that aesthetic considerations are appropriate in order to protect property values of adjacent properties and to ensure that developments contribute to desirable neighborhood character.

*(Pages 53-66 of the Comprehensive Plan Land Use Element)***3.2 Goals, Policies, and Actions**

**GOAL LU-1:       Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
LU-1.1	Ensure the Land Use Element is consistent with adopted County-Wide Planning Policies and integrate transportation considerations into land use decisions, and vice versa.
	LU-1.1.1     Implement the eleven County-Wide Policy elements in the County-Wide Policy Plan (Reference Appendix B: County-Wide Planning Policies).
LU-1.2	Ensure the Land Use Element is consistent with the goals of Sustainable Thurston.
	LU 1.2.1     Implement specific Sustainable Thurston goals identified in Land Use Element Section 1.6, Sustainable Thurston Goals (Reference Appendix C: Sustainable Thurston)
LU-1.3	Engage in planning on a neighborhood level with residents of the City (Reference Appendix A: Neighborhood Appendix)
LU-1.4	Encourage the creation of a new city center that is compatible with the Land Use Element.
LU-1.5	Coordinate the Land Use Element with the <i>Port of Olympia Master Plan</i> (2016).
LU-1.6	Ensure consistency between the Land Use Element and Tumwater Historic District Master Plan.
LU-1.7	Coordinate the Land Use Element with the Shoreline Master Program.
	LU-1.7.1     Make sure the Land Use Element is consistent with the recommendations of the Shoreline Master Program.

- LU-1.8 Coordinate the Land Use Element with the City's Economic Development Element.
- LU-1.8.1 Implement goals and associated policies and actions of the Economic Development Element.
- LU-1.9 Ensure consistency between the Land Use Element and the Tumwater Zoning Code.
- LU-1.9.1 Implement the Land Use Element by revising the Zoning Code and other municipal Codes to reflect the goals, policies, actions, and designations outlined in the Land Use Element.
- LU-1.10 Coordinate the Land Use Element with the City's Lands for Public Purposes Element and the Capital Facilities Plan.
- LU-1.10.1 Implement low impact development through land use and stormwater planning.
- LU-1.11 Make capital budget decisions consistent with the comprehensive plan in accordance with RCW 36.70A.120 (Reference the City's current six-year Capital Facilities and Transportation Improvement Plans).
- LU-1.12 Coordinate the Land Use Element with local, state, and national initiatives that support the City's vision whenever practical to increase the chance of additional funding.
- LU-1.13 Coordinate the Land Use Element with the strategies in the City of Tumwater Housing Action Plan.
- LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

**GOAL LU-2: Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.**

**Policy      Action**

- LU-2.1 Encourage the highest intensity growth to locate within the City's corporate limits.

- LU-2.1.1 Implement goals and associated policies and actions of the Economic Development Element. (Reference Goal LU-1.8.1)
- LU-2.2 Reduce inappropriate conversion of undeveloped land into sprawling low-density development.
  - LU-2.2.1 Ensure the eleven County-Wide Policy elements in the County-Wide Policy Plan are implemented. (Reference Goal LU-1.1.1)
- LU-2.3 Encourage innovative land use management techniques such as density bonuses, cluster housing, zero-lot-line development, planned unit developments, and transfer of development rights to create vibrant centers, corridors, and neighborhoods while accommodating growth.
  - LU-2.3.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques.
- LU-2.4 Ensure new annexations adhere to the goals and policies of the City's Annexation Policy.
- LU-2.5 Encourage development of architectural and landscape design standards.
  - LU-2.5.1 Implement Goals 5 and 6 of the Economic Development Element.
- LU-2.6 Ensure the City's capital budget decisions in the City's current six-year Capital Facilities and Transportation Improvement Plans are coordinated with the Land Use Element, Lands for Public Purpose Element, and Transportation Element.
- LU-2.7 Create vibrant city centers and activity nodes along transit corridors that support active transportation and housing, jobs, and services.
- LU-2.8 Create safe and vibrant neighborhoods with places that build community and encourage active transportation.
- LU-2.9 Protect designated mineral resource lands from incompatible development.

LU-2.10 Reduce the City's carbon footprint where possible and move towards a carbon-neutral community.

**GOAL LU-3: Ensure adequate public services, facilities, and publicly owned utilities are available to proposed and existing development.**

**Policy      Action**

LU-3.1 Coordinate development with the City's six-year Capital Facilities Plan.

LU-3.1.1 Ensure the Capital Facilities Plan can be implemented through the Land Use Element's projected densities and the direction found in the Lands for Public Purposes Element.

LU-3.2 Ensure development is in conformance with the Water System Plan and Sanitary Sewer Comprehensive Plan.

LU-3.3 Analyze all proposed development for anticipated impact on services, either as an element of site plan review or as part of an environmental impact assessment.

LU-3.4 Give preference to providing adequate public facilities to settled areas rather than extending new services to sparsely settled or undeveloped areas and to serving incorporated land before serving unincorporated areas.

LU-3.4.1 Ensure the eleven County-Wide Policy elements in the County-Wide Policy Plan are implemented. (Reference Goal LU-1.1.1)

LU-3.5 Work with developers to determine where and when new public facilities are to be placed to permit proper development of commercial and residential projects. This process should be directly related to the Lands for Public Purposes Element, the Capital Facilities Plan, and site plan review in order to achieve concurrency.

LU-3.5.1 Ensure the eleven County-Wide Policy elements in the County-Wide Policy Plan are implemented. (Reference Goal LU-1.1.1)

LU-3.6 Require residential and commercial development utilizing septic tanks for sewerage disposal to hook up to sanitary sewer when the system fails, needs replacement, or requires major repairs when sanitary sewer laterals are readily available.

LU-3.6-1 In consultation with the LOTT partners, develop a program to connect developments that are on septic systems to LOTT's sewerage treatment system to reduce impacts to groundwater and surface water quality.

LU-3.7 Require residential and commercial development utilizing private wells for water systems to connect to City water service when the well fails, needs replacement, or requires major repairs, where City water service available

**GOAL LU-4: Encourage land use patterns that increase the availability of affordable housing for all economic segments of the Tumwater population.**

<u>Policy</u>	<u>Action</u>
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LU-4.1	Coordinate the Land Use Element with the Housing Element and fully implement the goals, policies, and actions of the Housing Element.
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LU-4.2	Encourage innovative techniques for providing affordable housing resulting in an attractive product that will be an asset to the Tumwater community.
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LU-4.2.1	Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)
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LU-4.3	Continue to allow manufactured housing on individual lots within the City, as well as within mobile and manufactured home parks, to encourage affordable housing.
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LU-4.3.1	Consider methods to provide sufficient land for manufactured housing in accordance with the Growth Management Act.
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LU-4.4	Permit implementing regulations to experiment in new forms of residential development where amenities of open space, privacy, and visual quality can be maintained or improved, and flexible solutions to
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land use problems such as density, diversity, equitability, and affordability can be achieved.

LU-4.4.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)

LU-4.5 Encourage higher density residential uses in order to provide affordable housing. These uses should blend with the existing character of the community.

LU-4.6 Increase housing types and densities in corridors and centers to meet the needs of a changing population.

LU-4.7 Increase the variety of housing types outside of corridors and centers of appropriate intensities with supporting design guidelines to meet the needs of a changing population.

**GOAL LU-5: Ensure development patterns encourage efficient multi-modal transportation systems coordinated with regional, City, and county transportation plans.**

<u>Policy</u>	<u>Action</u>
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LU-5.1	Ensure coordination with the Transportation Element.
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LU-5.2	Ensure coordination with the Thurston Regional Transportation Plan.
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LU-5.2.1	Ensure the eleven County-Wide Policy elements in the County-Wide Policy Plan are implemented. (Reference Goal LU-1.1.1)
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LU-5.3	Ensure coordination with the Parks, Recreation, and Open Space Plan (Element).
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LU-5.4	Established pedestrian and bicycle trail links with various parts of Tumwater and within the business area.
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LU-5.4.1	Ensure coordination of the Land Use Element with the Parks, Recreation, and Open Space Plan (Element) and the Transportation Element.
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- LU-5.5 Encourage provision of urban plazas and access to transit stops when new construction or major renovation is proposed. Incentives for providing such amenities should be sought.
- LU-5.5.1 Consider revision of the City's Development Standards to encourage provision of these amenities. Consider development of a citywide design standards program. (Reference Goal LU-2.3.1)
- LU-5.6 Allow densities and mixes of uses that reduce the number and lengths of vehicle trips and increase the opportunity to use public transit and non-motorized modes of travel.
- LU-5.7 Reinforce the link between land use and public transportation by encouraging development to occur at urban residential densities along designated transit corridors, nodes, and near commercial centers.
- LU-5.8 Ensure proposed capacity improvements to the City's transportation systems are designed to serve proposals that are contiguous to existing development, as a means to discourage the occurrence of "leap frog" development patterns.
- LU-5.9 Provide development incentives, such as increased density, increased square footage, or increased height for proposed land developments located adjacent to transportation corridors when amenities for transit users, bicyclists, and pedestrians are included.
- LU-5.10 Encourage land development proposals to utilize the capacity of the existing transportation system, especially transit and non-motorized modes.
- LU-5.11 Encourage public and private development proposals to enhance the street side environment to maximize comfort for the transit user and the pedestrian.
- LU-5.12 Encourage subdivision and commercial and retail project design that facilitates cost-effective transit and emergency service delivery.
- LU-5.13 Discourage transportation improvements, regardless of their financing mechanisms that would trigger premature development; that is, development inconsistent with applicable comprehensive plans and zoning.

- LU-5.14 Ensure alternative transportation modes are included in comprehensive plans, subdivisions, and other land developments.
- LU-5.15 Expand bicycle and pedestrian data collection efforts.
- LU-5.16 Establish a regional bicyclist and pedestrian advisory body.
- LU-5.17 Support efforts of the local traffic safety campaigns to educate bicyclists and pedestrians of the laws pertaining to walking and biking.

**GOAL LU-6: Reduce impacts from flooding; encourage efficient stormwater management; and ensure the groundwater of Tumwater is protected and preserved.**

<u>Policy</u>	<u>Action</u>
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|--------|---|
| LU-6.1 | Ensure new development is in conformance with requirements and standards of the <i>Northern Thurston Groundwater Protection Plan</i> .  |
| LU-6.2 | Ensure new development is in conformance with requirements and standards of the <i>Drainage Design and Erosion Control Manual for Tumwater</i> , as amended.  |
|        | LU 6.2.1 Implement specific Sustainable Thurston goals identified in Land Use Element Section 1.6, Sustainable Thurston Goals (Reference Appendix C: Sustainable Thurston)  |
| LU-6.3 | Ensure coordination with the <i>Percival Creek Comprehensive Drainage Basin Plan</i> .  |
| LU-6.4 | Ensure new development is in conformance with aquifer protection standards of the Conservation Element.   |
| LU-6.5 | Ensure implementation of the <i>Natural Hazards Mitigation Plan for the Thurston Region</i> to reduce or eliminate the human and economic costs of natural disasters for the overall good and welfare of the community. |
| LU-6.6 | Ensure coordination with the <i>Salmon Creek Comprehensive Drainage Basin Plan</i> .  |
|        | LU-6.6.1 Incorporate the development review process within the <i>Salmon Creek Comprehensive Drainage Basin Plan</i> into the Tumwater Municipal Code.  |

**GOAL LU-7: Encourage retention of open space, parks, trails, and development of recreational opportunities within Tumwater.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
LU-7.1	Ensure coordination of the Land Use Element with the Parks, Recreation, and Open Space Plan (Element).
LU-7.2	Ensure coordination of the Land Use Element with open space retention and natural area preservation standards of the Conservation Element.
LU-7.3	Preserve environmentally sensitive lands, farmlands, mineral resources, and prairies, by developing compact urban areas.
LU-7.4	Provide a variety of open spaces including landscaped buffers, small parks, plazas, and other community areas to balance higher density development and enhance quality of living.
LU-7.4.1	Specify the amount of area that must be dedicated for open space and require configuration useful for the purpose desired in the City's Zoning Ordinance to make certain that areas of developments dedicated to open space provide the functions intended.

**GOAL LU-8: Ensure physical limitations of the land are observed during the development process.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
LU-8.1	Ensure new development is in conformance with standards and requirements for critical areas within the Conservation Element.
LU-8.1.1	Consider implementation of the state geological study and mapping program for the City. This study should address geologic, erosion, landslide, seismic, and volcanic hazard areas.
LU-8.2	Reserve the right to prohibit or set conditions on development based on anticipated adverse environmental impact.
LU-8.3	Ensure development within the jurisdiction of the Shoreline Management Act adheres to the flood control policies, land use controls, and regulations

of the applicable environmental designation as described in the Tumwater Shoreline Master Program.

- LU-8.4 Ensure new development is in conformance with the standards of the City's Protection of Trees and Vegetation Ordinance.

**GOAL LU-9: Identify what conditions should be applied to development in residential areas.**

**Policy      Action**

- LU-9.1 Protect residential developments from excessive noise, odors, dirt, glare, and other nuisances emanating from commercial and industrial uses.

- LU-9.2 Allow for multi-family residential development in the zoning code. Consideration should be given to encouraging this type of development near centers of community services.

- LU-9.2.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)

- LU-9.3 Integrate design features of existing natural systems into the layout and siting of new residential dwelling units. Preserve trees and significant ecological systems, whenever possible and practical.

- LU-9.3.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)

- LU-9.4 Permit experimentation in development regulations with newer forms of residential development where amenities of open space, privacy, and visual quality can be maintained or improved, and flexible solutions to land use problems can be achieved.

- LU-9.4.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)

- LU-9.5 Do not permit private residential gated communities.

- LU-9.6 Promote nearby access to healthy food for residential developments.

LU-9.6.1 Allow and encourage farm stands supplying fresh food in residential areas.

LU-9.6.2 Consider measures to encourage the creation of healthy corner stores within residential areas.

**GOAL LU-10: Identify the City's policies and regulations pertaining to commercial and industrial areas and uses.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
LU-10.1	Implement the goals, policies, and actions of the Economic Development Element through the Land Use Element.
LU-10.2	Encourage industry clusters to create jobs, and increase revenue circulation locally.
LU-10.3	Ensure adequate supply of developable land along primary transportation corridors and invest in commercial and industrial redevelopment.
LU-10.4	Encourage developers to concentrate non-residential land uses in integrated centers in order to insure convenient access and prevent strip development.
LU-10.5	Group commercial, industrial, and manufacturing uses into centers rather than dispersed throughout the City. These centers shall have a landscaped, urban park quality.
LU-10.6	Rest future development of commercial, manufacturing, and light industrial areas in Tumwater on a comprehensive, integrated planning scheme incorporating performance standards regarding green belts, and buffering, landscaping, parking facilities, and other items of site design as appropriate.
LU-10.7	Use land use regulations to guide new industrial development into areas and patterns that minimize heavy trucking through residential and business areas.
LU-10.8	Ensure commercial and industrial structures, where practical, are low profile and provide landscaping including lawns, trees, and shrubs.
LU-10.9	Locate commercial and industrial land uses close to arterial routes and freeway access and rail facilities.

- LU-10.10 Encourage neighborhood commercial uses that supply nearby residents with everyday convenience shopping goods in the City to reduce traffic generation, where, generally, these uses are very small, not generate excessive traffic, and compatible with nearby residences.
- LU-10.11 Encourage businesses to allow food trucks at work sites to bring diverse meal options and fresh produce to workers.
- LU-10.12 Emphasize sustainable practices while encouraging economic development.

**GOAL LU-11: Ensure new and existing development is energy efficient.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
LU-11.1	Recognize potential energy efficiencies associated with mixed-use developments and centers.
LU-11.2	Encourage building design, orientation, and land use arrangements that take advantage of natural landforms, existing vegetation, and climatic features for reducing energy demands for heating and cooling purposes.
LU-11.3	Aggressively pursue conservation or system improvements as a potential means to defer the siting and development of new facilities where appropriate.
LU-11.4	Recognize savings in energy usage for heating and cooling purposes associated with common wall construction.
LU-11.5	Encourage existing and new development to use landscaping to take advantage of the sun's warming rays in winter and to provide shade in summer.
LU-11.6	Recognize potential energy savings through optimally using solar energy and orient development sites accordingly.
LU-11.7	Consider the impact of new development and landscaping on solar accessibility of adjoining lots and mitigate wherever feasible.
LU-11.8	Encourage development and integration of new energy technologies in the design of new development and redevelopment, which result in energy and cost savings.



LU-11.9 Develop a program to encourage energy retrofits of existing buildings to improve their energy efficiency.

LU-11.10 Coordinate the City's energy efficiency programs with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

**GOAL LU-12: Promote preservation of sites of historical and cultural significance.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
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LU-12.1	Ensure coordination of the Land Use Element with Tumwater and Thurston County historic preservation programs.
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LU-12.2	Make land use decisions that protect designated state and national landmarks listed by the State Office of Archaeology and Historic Preservation.
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**GOAL LU-13: Protect Olympia Regional Airport from incompatible land uses and activities that could affect present and future use of airport facilities and operations. Regulations and criteria should reflect the urban environment adjacent to the airport.**

<b><u>Policy</u></b>	<b><u>Action</u></b>
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LU-13.1	Promote safe operation of Olympia Regional Airport by encouraging compatible land uses and activities and discouraging uses or activities that will impede safe flight operations or endanger the lives of people on the ground.
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LU-13.2	Coordinate protection of Olympia Regional Airport with Thurston County by developing consistent implementing regulations.
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*(Pages 66-68 of the Comprehensive Plan Land Use Element)***3.3 Implementation Policies**

Successful implementation of concepts, goals, and policies of the Land Use Element will require changes in regulations, procedures, programs, capital investments, and other activities.

The Land Use Element includes strategies that identify actions to achieve stated goals and policies. The following actions are proposed to implement the goals and policies of Land Use Element:

1. Change zoning designations, as may be appropriate, in certain areas of the City to be consistent with the overall City Land Use Map, the individual neighborhood maps, and policies.
2. Develop or modify existing zoning and land use regulations to achieve mixed-use areas, allow clustering and the use of innovative housing techniques, and address infill.
3. Protect Olympia Regional Airport from incompatible uses by applying development standards of the Airport Overlay Zone, Chapter 18.32 of the Tumwater Municipal Code. The Airport Overlay Zone addresses three primary issues further described below: height hazards, compatible land uses, and Airport Overlay Zone disclosure statements. Any changes to this chapter, as may be appropriate, should be made after consideration of the State Department of Transportation Aviation Division Publication "Airports and Compatible Land Use, Volume 1," and other best available technical information to the extent practical within an urban area.
4. Height Hazards. Prohibit structures and trees from penetrating airspace surfaces as defined by Title 14 of the Code of Federal Regulations Part 77, except as necessary and incidental to airport operations.

Land Use Types and Intensities. Permit appropriate land uses compatible with airport and aviation uses. Encourage contiguous open space areas within the Airport Overlay Zone that provide functional open space needs for aircraft in cases of an emergency. Open space areas should be large and contiguous to other open space areas.

5. Disclosure Statement. Require a disclosure statement to be recorded

with the Thurston County Auditor for subdivisions, short subdivisions, binding site plans, and building permits located within the Airport Overlay Zone. The disclosure statement should state the property is located within the Airport Overlay Zone in which a variety of aviation activities occurs. Such activities may include but are not limited to noise, vibration, chemicals, odors, hours of operation and other associated activities.

6. Develop urban design plans and development standards to address compatibility of new development, **preserve neighborhood character**, and create pedestrian-oriented transit supportive development.
7. Through the Tumwater and Thurston County joint planning process and the County-Wide Planning Policies for Thurston County, direct the timing and location of development with the provision of adequate facilities and services within Tumwater's Urban Growth Area.
8. Invest in public improvements to facilitate and complement private development including streetscape improvements, public open spaces, and other amenities.
9. Review and modify, as necessary, existing plans to ensure consistency with the Land Use Element.
10. Continue public involvement in the planning process so decisions made regarding the growth and development of the City are reflective of general community goals and sensitive to special interests of effected parties.
11. Modify the land use regulatory review, permitting, and approval system for consistency with the Growth Management Act and adopted plans to ensure predictability and allow processing of development permits in a timely and fair manner.
12. Work with the Port of Olympia and the Federal Aviation Administration to remove the restrictions on residential development on Port owned land in the Town Center to allow full implementation of the City of Tumwater Town Center.
13. Clarify the differences in the City of Tumwater's definitions of warehouse distribution center and warehousing that is accessory to a manufacturing use.

14. Implement the Housing Action Plan strategies through land use actions by the City.
15. Implement the strategies in the most recent version of the Climate Mitigation Plan through land use actions by the City.
16. Implement the Urban Forestry Management Plan through the municipal code, Development Guidelines, City employee processes, and community education and engagement.

***(Pages 37-39 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

**2.4 Brewery District**

The Brewery District designation has been applied to the area identified on the Brewery Neighborhood Future Land Use Map and in Figure 3. The designation is based on the *Brewery District Plan* adopted by the City Council in 2014. A Brewery District Zone will be created that consists of seven subdistricts. Zone district design and development standards will transform the Brewery District over time from a largely auto-oriented commercial node, into a lively, walkable, and economically vibrant neighborhood center with a mixture of housing and neighborhood-serving businesses in accordance with the goals and objectives of the Brewery District Plan. Additionally, the Brewery District Zone is intended to provide for a mix of uses within the former brewery properties consistent with the Economic Development Element, *Strategic Plan*, and the *Final Report for the Community Visioning Project for the Former Olympia Brewery*.

**Knoll.** The location overlooking the Deschutes River, with high visibility from the freeway and close proximity to the historic district, makes this a unique economic and community development opportunity. A mixture of uses is desirable to create a vibrant sense of place that appeals to pedestrians and creates a community focal point for Tumwater and the surrounding area. A broad mix of uses should be allowed in this subdistrict, including but not limited to retail, personal and professional services, restaurants, educational, entertainment, lodging, and residential.

**Valley.** Existing industrial buildings located adjacent to rail access make this area ideal for light industrial uses that do not create compatibility issues with other land uses, and the kinds of commercial uses that are most appropriately located as neighbors of industrial uses.

**Bluff.** Vacant land overlooking the valley and in close proximity to residential development to the south and east makes multifamily residential a possibility. A minimum net density of ten units per acre should be applied to promote the efficient use of land and to provide a density pattern that will support public transit in the long term.

**Triangle.** Given its proximity to surrounding residential neighborhoods and the former brewery properties, excellent transit service, and its visibility and access from Interstate 5 and major urban corridors, the Triangle has the potential to transform into a highly pedestrianized neighborhood center with a broad mixture of uses, including medium-density housing, and community-

serving commercial uses. New development in the Triangle should be a mixture of uses with buildings up to five stories in height. Active ground floor uses should be encouraged that engage the sidewalk, particularly along Cleveland Avenue “Main Street.”

**Deschutes.** Referred to as the South Focus Area in the *Brewery District Plan*, this subdistrict benefits from excellent freeway access as well as high volumes of pass-by traffic, which may increase upon completion of the E Street extension, and consequently, this area may experience increased development pressure in the future. Given its relative isolation from surrounding residential areas and the remainder of the Brewery District, new development in the Deschutes Subdistrict will likely remain dependent upon automobile access for its success. Such new development may include a mixture of office and retail uses, as well as housing, which may be desirable adjacent to the park.

Design and development standards should improve the **character of development in this area** as well as the appearance of this important gateway into the Brewery District, with a focus on decreasing the visibility of surface parking areas and improving building frontage conditions along key rights-of-way. This subdistrict extends further south than the South Focus Area depicted in the *Brewery District Plan*. The extension of this subdistrict to Linwood Avenue ensures that land on both sides of Capitol Boulevard at this southern gateway into the Brewery District will be developed in accordance with consistent development and design standards.

**Bates Neighborhood North.** Referred to as the Bates Neighborhood Periphery in the *Brewery District Plan*, development located in this subdistrict should create a transition between the small-scale, **residential character of development** in the Bates Neighborhood South and the higher-intensity commercial area in the Triangle and along Capitol Boulevard. Buildings may provide commercial-style elements and site development patterns, including large ground-floor windows, articulated architectural bays, and masonry facades, and may reach up to four stories in height.

**Bates Neighborhood South.** Referred to as the Bates Neighborhood Interior in the *Brewery District Plan*, new development in this subdistrict should reflect and be compatible with the detached, single-family structures currently seen in this area. While uses within these structures may be commercial or residential, buildings in this area should continue to be **residential in character**, mirroring not only surrounding building heights, but also providing site development and building design elements, including setbacks, landscaping, building materials, and architectural elements, that are

consistent with the surrounding residential character. New development should be limited to a maximum height of three stories.

*(Page 61 of the Comprehensive Plan Land Use Element Neighborhood Appendix)*

#### **4.6 Single Family Medium Density Residential**

The residential areas east of Cleveland Avenue and north of Yelm Highway form a well-established and stable neighborhood in Tumwater. This area should and will **remain residential in character**, continuing to infill with residential uses on the good building sites that are still vacant. It is anticipated that over a 20 year time period densities will increase in this area. In order to protect the **quiet residential atmosphere**, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate in this area.



***(Page 62 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

**4.8 Neighborhood Commercial**

The neighborhood store on the corner of Hoadly and North Streets, which provides a day to day service for residents in the surrounding area has been designated Neighborhood Commercial to protect and encourage the present use of the site. This area has been designated Neighborhood Commercial, in part to provide for less intensive commercial uses and to help minimize traffic conflict and circulation problems which have affected this area. The development of additional commercial areas along North Street would not be appropriate due to limitations for traffic circulation and the residential character of the area.

The Neighborhood Commercial designation would allow neighborhood scale retail uses, personal services and professional offices in residential areas where local demand, community support, and design solutions demonstrate compatibility with the neighborhood.

In any area where commercial development is adjacent to residential areas, landscaping, screening, and buffering should be used to protect the residences from possible adverse impacts. Existing trees and other vegetation with landscaping and aesthetic value should be preserved where practical. Whenever local commercial development is located adjacent to major streets, ingress, and egress should be from the lesser of the intersecting arterials. The intent of buffering Neighborhood Commercial uses from adjoining residential areas is to ensure that residential areas are not impacted by noise, light and glare, and excessive traffic.

Provision of urban plazas and access to transit stops should be encouraged when new construction or major renovation is proposed. Incentives for providing such amenities should be sought.

***(Pages 68-71 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

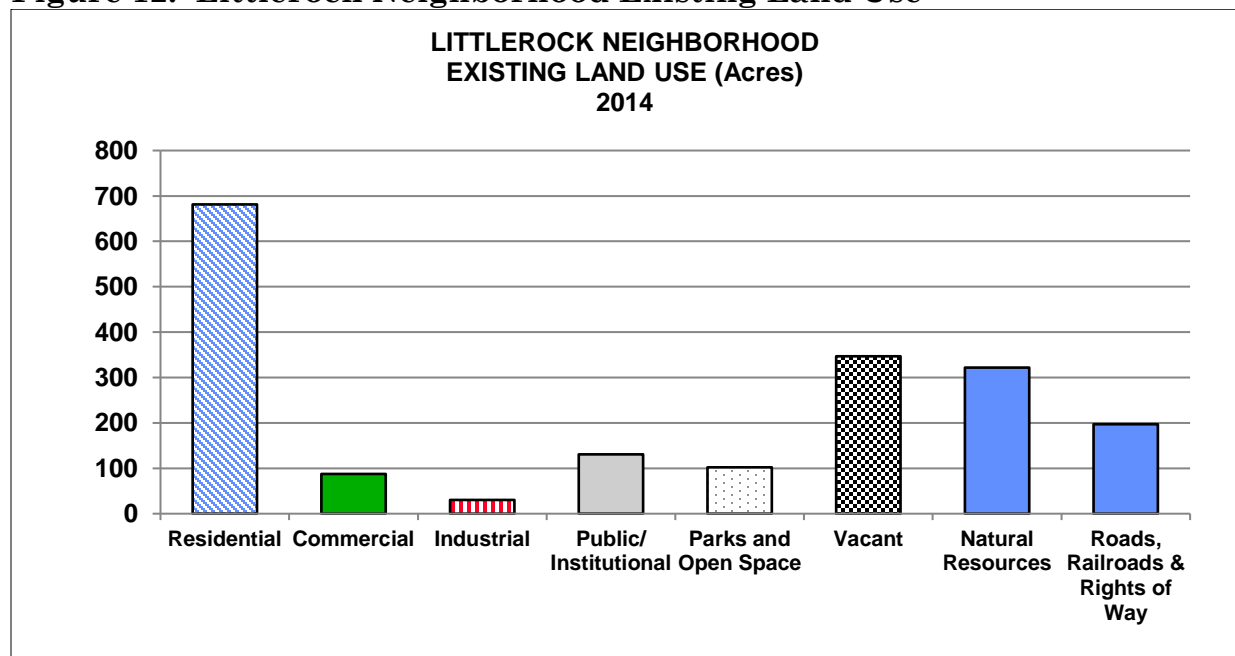
## 5.1 Introduction

The Littlerock Neighborhood is generally bounded on the north by the Trospen Road/Littlerock Road commercial area, to the east by Interstate 5, to the west by Black Lake Belmore Road and the Black Lake Elementary School, and to the south by the present city limit boundary south of the Doelman farm and the Black Hills High School.

The eastern portion of this neighborhood can expect intensive commercial development within the near future. As a result, this area will probably experience significant future growth. Because of this anticipated growth, the potential exists for great changes in the **character of this neighborhood**. A subarea plan for the Littlerock neighborhood was completed in 1997 and updated in 2006 to provide a more detailed plan for this neighborhood. The updated *Littlerock Road Subarea Plan* should be referenced as a refinement of this chapter, particularly for the eastern side of the neighborhood lying along Littlerock Road.

Figure 13 illustrates the proportions of land uses that are presently within the Littlerock Neighborhood.

**Figure 12. Littlerock Neighborhood Existing Land Use**



Source: Thurston Regional Planning Council Buildable Lands Database – *Land Use by Planning Area*

The largest single land use in the neighborhood is residential which covers 41% of the neighborhood. The second most dominant land use is open space at 26%. Vacant land is the third largest land use in the neighborhood at 19%. The majority of the public/institutional category (7%) is taken up by the Black Lake Elementary School, the Tumwater Middle School, and the Black Hills High School. After the public/institutional category, the next most predominant land uses are commercial at 5% and industrial uses at 2%.

Littlerock Road, a minor arterial, serves as the major north-south transportation corridor in this neighborhood. Major east-west transportation routes include the 66th Avenue/70th Avenue corridor. Trosper Road and Israel Road provide an east-west link to other areas of the city. Tumwater Boulevard, presently a major arterial, connects the neighborhood with industrial uses near the Olympia Regional Airport. Both Trosper Road and Tumwater Boulevard link the Littlerock Neighborhood to the Tumwater Town Center located north of Tumwater Boulevard, south of Trosper Road and east of Interstate 5. The Glenwood Drive residential area and Gold Creek access Littlerock Road from the west.

For future road alignments in the area of the Black Hills High School, refer to the Black Hills Subarea Study, which was adopted into the Transportation Element in 2003. This detailed plan analyzes the existing transportation system in the area and provides guidance for future road projects.

For future road alignments in the Littlerock Subarea along Littlerock Road and Interstate 5 refer to the *Littlerock Road Subarea Plan* which was updated and re-adopted into the Comprehensive Plan in 2006. This detailed plan analyzes the existing transportation system in the area and provides guidance for future road projects.

Perhaps the most important transportation improvement planned for the Littlerock Neighborhood is a minor arterial, Tyee Drive that will run from Trosper Road to Tumwater Boulevard, and eventually further to the south, roughly parallel to and between Interstate 5 and Littlerock Road. The road would open up vacant land available for commercial and mixed-use development while reducing impacts along Littlerock Road itself.

A pedestrian bridge crosses Interstate 5, connects to Bishop Road, and leads to the Tumwater Middle School. This bridge is the only non-vehicular Interstate 5 crossing in Tumwater and provides an important pedestrian link between eastern and western areas of the city. Additionally, the bridge will eventually provide an important commuting link between state offices and other businesses expected to locate in the Tumwater Town Center. This bridge is identified as a part of Trail T8

in the Cities of Lacey, Olympia, and Tumwater Urban Trails Plan. The Parks, Recreation, and Open Space Plan (Element) includes the recommendations of this plan relating to this trail linkage. The Transportation Element identifies on-street linkages for trails in the Littlerock Neighborhood. The corridor along Bishop Street should be preserved for this trail linkage.

The *Littlerock Road Subarea Plan* describes a possible future trail location between Bishop Road and Tumwater Boulevard, generally located between the commercial and residential areas. The plan also includes an illustration of the possible route of this future trail. As the area along this route develops, open space dedications, when possible, should be located along this general route. Locating the open space in this manner will allow the eventual development of this pedestrian link and provide more of a buffer between the commercial and residential areas.

The Transportation Element and the *Littlerock Road Subarea Plan* make specific recommendations for transportation improvements in the Littlerock Neighborhood. These documents should be referenced for these specific improvement recommendations.

There is an existing Burlington Northern Railroad line bisecting the western portion of the neighborhood from north to south. This line is a candidate for possible future use as a recreational trail. Thurston County has acquired the southern portion of this railroad and it plans to convert it into a recreational trail.

The Parks, Recreation, and Open Space Plan (Element) and the *Littlerock Road Subarea Plan* make specific recommendations for trails, open space, and parks within the Littlerock Neighborhood. These documents should be referenced for specific recommendations that affect the Littlerock Neighborhood.

The *Littlerock Subarea Plan* is the key document for guidance in the eastern portion of the Littlerock Neighborhood. This Plan should be referenced first for goals and actions related to future land use and infrastructure planning within the eastern portion of the neighborhood.

The *Strategic Plan* also has specific goals and action strategies for the eastern portion of the Littlerock Neighborhood. The following is an excerpt from the plan:

*The vision for this area is to create a mixed use “village” atmosphere that is transit-oriented and pedestrian-friendly in the south/central portion of the subarea in the vicinity of the Israel Road/Littlerock Road intersection and along Littlerock Road south to Tumwater Boulevard, with commercial areas concentrated along I-5 to provide vibrant retail opportunities for Tumwater and surrounding residents.*

*Key strategies for advancing this vision focus on infrastructure investment and planning, including the Littlerock Road street improvement project and Tyee Drive planning.*

The *Strategic Plan* should be referred to for additional specific goals for the eastern portion of the Littlerock Neighborhood.<sup>1</sup>

#### 5.1.1 Economic Development Element

The Economic Development Element was adopted in 2010. It replaced the previous element, which was adopted in 1990. This element contains specific guidance and direction for land use planning within the Littlerock Neighborhood. The following is an excerpt from the Economic Development Element:

*Capitol Boulevard and the Littlerock Road Subarea are important short-term economic development opportunities, as they are changing and hold significant potential for development and redevelopment. Both areas are located near entrances to the city from I-5 and their development will help to define Tumwater's image in the region. City guidance and support via targeted infrastructure investment are important priorities of this Plan to ensure that these opportunities are fully realized.*

Both the Economic Development Element and the *Strategic Plan* stress the importance of infrastructure improvements within the Littlerock Road Subarea. Some of these projects are already well underway, such as the Littlerock Road street improvement project. The Tyee Drive extension has been completed from Trospen Road to Israel Road. The following is an excerpt from both plans:

1. *Use public investment and development regulations to encourage development of a village-like area in the south/central portion of the Subarea*
  - *Complete the Littlerock Road street improvement project*
  - *Do planning for the Tyee Drive extension*
  - *Revise development regulations to identify gateways and transition areas, including boundaries between zoning districts for the Subarea*
  - *Consider an additional review of the Subarea Plan to identify and*

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<sup>1</sup> See Action Strategy D on p.19 of the *Strategic Plan*

*plan for a unique street plan*

- *Consider adopting a street plan for the Subarea that includes east-west connector roads between Littlerock Road and Tyee Drive*
- *Consider adopting more specific building design guidelines for the Littlerock Road Subarea, consistent with possible adoption of a village-like area in the south/central portion of the Subarea*

2. *Seek opportunities to enhance the connection between the Subarea and neighboring areas*

The Economic Development Element should be referenced for further recommendations in this neighborhood.

#### 5.1.2 Other Considerations

Most of the vacant land within the eastern portion of the Littlerock Neighborhood has very few development limitations because of level topography and a stable underlying geology. Inversely, the western portion of the neighborhood has several very large wetlands and areas of high groundwater flooding.

City water and sewer service is available to most areas of the Littlerock Neighborhood at this time. The Capital Facilities Element identifies water and sewer extension along the north-south collector road route as a high priority.

Uses that surround the Littlerock Neighborhood include residential uses to the north, low-density residential uses in the county to the west, Interstate 5 to the east, and mostly vacant and scattered residential areas in the county to the south.

There is a large island of county land west of Littlerock Road. This area includes the neighborhood accessed by Glenwood Drive. The Littlerock Neighborhood is also adjacent to county areas to the south. Land use planning within this area is addressed through the Joint Plan. When feasible, this island should become part of Tumwater.

Portions of this neighborhood have seasonally high groundwater that can result in groundwater flooding in places. The *Littlerock Road Subarea Plan*, the *Salmon Creek Comprehensive Drainage Basin Plan*, and the *Tumwater Stormwater Comprehensive Plan* should be referenced for specific recommendations that affect groundwater, stormwater, and drainage issues within the Littlerock Neighborhood.

All uses within the Littlerock Neighborhood should follow the guidelines for groundwater protection set forth in the *Northern Thurston County Ground Water Management Plan*.

Following are discussions of each land use designation as they are applied by this plan in the eastern portion of the Littlerock Neighborhood. The *Littlerock Road Subarea Plan* should be referenced to supplement this information.

*(Page 73 of the Comprehensive Plan Land Use Element Neighborhood Appendix)*

## **5.2 Residential/Sensitive Resource**

The area near Kirsop Road has been designated Residential/ Sensitive Resource (2 - 4 Dwelling Unit/Acre) to ensure that the **unique open space character and** environmental sensitivity of the extensive wetlands is protected from the effects of intensive urban development. Although these large wetlands drain to both Black Lake and Trooper Lake, these drainages lack sufficient stream flow to be under the protection of the Shoreline Management Act and, therefore, lack the special protection measures afforded by the Act.

There are two urban farms located within this neighborhood and within this designation. One is an unnamed blueberry farm on the western portion of 54th Avenue and the other is Kirsop Farms on Kirsop Road. Kirsop Farms also has a secondary location on Littlerock Road near the Black Hills High School. While an urban area is generally not conducive to large-scale farming, there is certainly a role for smaller scale urban farms and community gardens. Because of the importance of food access, food security, and overall environmental sustainability, there is a role for Tumwater in encouraging a wide range of farming and gardening within Tumwater. For further information on agriculture, the Conservation Element should be referenced.



***(Pages 73-74 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

### **5.3 Single Family Low Density Residential**

Several areas within this neighborhood are suitable for the Single Family Low Density Residential designation because of existing development patterns and natural and physical constraints. The Single Family Low Density Residential designation best accomplishes the goals of preserving the existing neighborhoods while providing for development that is sensitive to the inherent limitations of the topography.

There is a very small area within the city limits located on the west side of Littlerock Road and south of the Tumwater Middle School that has been designated Single Family Low Density Residential to reflect the existing uses surrounding the site. Another small but similar area is located behind the school and has been designated Single Family Low Density for the same reasons. Most of the adjacent area (Glenwood Drive) west of Littlerock Road is under the jurisdiction of Thurston County. Please refer to the Tumwater/Thurston County Joint Plan for land use planning information for that area.

The area on the north side of 70th Avenue is characterized primarily by low, urban density single-family development. These are established neighborhoods and should be protected and preserved. In order to protect the residential atmosphere, and promote neighborhood stability and continuity, this area is designated Single Family Low Density Residential. This area includes the single-family development on Miner Drive (Gold Creek) and a number of single-family subdivisions on the north side of 70th Avenue.

A large area along the entire western end of the neighborhood has been designated Single Family Low Density. This includes most of the area west of the power line easement, which runs north to south from Littlerock Road to the substation on Troser Road. The Black Lake Park and Black Hawk subdivisions as well as a large portion of the Doelman farm are within this area. The Doelman farm has been envisioned to develop as an urban village and has had a number of different land use designations placed on the property in order to facilitate this development vision for the property. Refer to the Multi-Family Medium Density Section of this chapter for more information on the Doelman urban village.

Where the Single Family Low Density Residential designation abuts an area designated Light Industrial, such as on Belmore Street, landscaping, screening and buffering should be used to protect the residential development from possible adverse impacts and visually separate the different uses.

***(Pages 74-75 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

#### **5.4 Single Family Medium Density Residential**

The area along the south side of 70th Avenue west of Littlerock Road was once characterized by rural residential single-family development. However, within the last decade several hundred new single-family homes have been built in this area. The lots for these homes are relatively small and are consistent with the Single Family Medium Density designation. This area should remain residential in character, continuing to in-fill as densities increase over time. In order to maintain the residential atmosphere and provide a variety of affordable housing types, the Single Family Medium Density Residential designation is appropriate for this area.

The small area on the north side of 70th Avenue, south of Miner Drive, near Littlerock Road is also an appropriate location for this designation. This area is characterized by older single-family homes on large deep lots. As redevelopment of these lots occurs, the Single Family Medium Density designation would allow for platting of these lots. This would allow densities to increase over time and provide a variety of housing types in close proximity to urban services.

The area designated Single Family Medium Density Residential that is west of the Black Hills High School is a portion of a large area under a single ownership known as the Doelman farm. This property extends from Littlerock Road west to the Burlington Northern railroad corridor and it has received a mix of land use designations. The portion of this property designated Single Family Medium Density Residential should receive a planned unit development overlay zone to ensure its consistency with the overall development of this property. A more detailed discussion of policies for development of this property is contained near the end of the next Section, Multi-Family Medium Density Residential.

The area west of Littlerock Road south of Tumwater Boulevard has been designated Single Family Medium Density Residential. This area has some rural residential uses and a small single-family subdivision. It should be encouraged to infill with similar, compatible types of residential uses in order to provide a mixture of housing types for all income levels in this portion of the subarea. This area is close to the high school just west of Littlerock Road, and to a node of commercially designated land on the west side of Littlerock Road. Littlerock Road also is anticipated to be a primary transit route in this area. It is important to provide a mixture of housing types close to these needed services.

***(Pages 75-77 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

### **5.5 Multi-Family Medium Density Residential**

The area on the east side of Littlerock Road generally between the Bishop Road area and Israel Road consists of primarily residential development. Currently, this area is a mixture of single and multi-family residential development. The residential character of this area should be protected and allowed to infill and slightly increase in density. This is consistent with the recommendations of the Littlerock Road Subarea Plan to provide for housing in close proximity to planned commercial and mixed-use development to the north, east, and south, and to provide a transition between those areas and the single-family residential areas and the middle school to the west. The Multi-Family Medium Density Residential designation would best accomplish these goals.

Several areas of Multi-Family Medium Density Residential development have been located along Littlerock Road. Two of these areas are close to the high school just west of Littlerock Road, and to a node of commercially designated land on the west side of Littlerock Road. Littlerock Road is anticipated to be a primary transit route in this area. It is important to provide a mixture of housing types close to these needed services. To accomplish this, Multi-Family Medium Density Residential areas are interspersed with Single Family Medium Density Residential along this portion of Littlerock Road. These areas contain existing multi-family and single-family uses.

Where multi-family residential development abuts general commercial, landscaping, screening, and buffering should be used to protect the residential development from possible adverse impacts and to separate the different uses visually.

Additional multi-family housing units will be provided close to employment centers through the designation of a Multi-Family Medium Density Residential area on the west side of the intersection of Tumwater Boulevard and Littlerock Road. This area currently is adjacent to a manufactured home park and other residential uses.

An area north of the Laurel Park Estates Mobile Home Park has been designated Multi-Family Medium Density Residential to help provide a variety of affordable housing types within the neighborhood.

An area west of Littlerock Road near the Black Hills High School has also been designated Multi-Family Medium Density Residential. This is a portion of a large area under single ownership and known as the Doelman farm. This property extends from Littlerock Road west to the Burlington Northern railroad corridor and it has

received a mix of land use designations. These include Mixed Use, Multi-Family High and Medium Density, Single Family Low and Medium Density, Utilities and Public Institutional. In the past, this property has been a part of the Doelman dairy farming operation and it has been used primarily for growing feed and winter cattle storage. Land use designations have been assigned to this property with the purpose of creating a framework for the development of a mixed-use village, which would provide a variety of housing types close to needed services, such as commercial establishments, a high school, and a transit route along Littlerock Road.

To facilitate the development of the Doelman property according to this stated purpose, it is recommended that the multi-family designated portions of the property be developed as a Planned Unit Development. It is also recommended that development near the several wetland areas and utility transmission corridors on the property receive an overlay zone to ensure they are developed under Planned Unit Development standards. The Planned Unit Development standards require public hearings for any development that would be proposed for these areas. Clustering and density transfers using a Planned Unit Development approach should be considered where limitations for development exist. This land, developed as a Planned Unit Development, could be ideally suited for cluster construction of small lots with large open spaces of undeveloped area to preserve natural features and avoid siting residences close to high-voltage utility transmission lines.

Special attention should be paid during the design review process to maintaining a similar quality and appearance of construction throughout the village envisioned for the Doelman property.

Multiple access routes should be provided for automobile, transit, pedestrian, and bicycle transportation into the Doelman property from Littlerock Road; 81st, 70th, and 66th Avenues; and Kirsop Road to ensure adequate traffic circulation through the village. Within the village, pedestrian and bicycle routes should be emphasized to encourage their use. Street patterns should provide for numerous circulation routes through the village, and it should be designed to discourage automobile travel at speeds that are not compatible with safe pedestrian use. A pedestrian/bicycle trail should be encouraged in the Burlington Northern railroad corridor in the western portion of the property.

The Black Hills Subarea Transportation Plan was completed in 2003 through a joint effort between the Doelman family, Tumwater, Thurston County, the Tumwater School District and nearby residents. This plan has been integrated into Transportation Element and it should be referenced for specific transportation recommendations for this particular area.

The Strategic Plan and the Economic Development Element should be also referenced for guidance regarding the future development of the Doelman properties.

All multi-family development in Tumwater should be subject to specific multi-family urban design standards, which would assure compatibility of the development with the surrounding neighborhoods.

***(Pages 88-89 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

**6.2 Single Family Low Density Residential**

The Bush Mountain residential development is located in the southern portion of the Mottman/Black Lake Neighborhood and is characterized by single-family homes on lots of five acres or larger. The Single Family Low Density Residential designation is appropriate in this area due to the nature of existing residential uses in this area.

The area north of Sapp Road consists of scattered low-density residential development that is currently rural in character. The designation of Single Family Low Density Residential would be appropriate in this area because of its location and proximity to proposed urban facilities. This area should be buffered from light industrial uses to the north. Recommendations for a buffer in this area are contained in Section 5.3.

The land west of the Burlington Northern Santa Fe Railway right of way, outside of the jurisdiction of the Shoreline Master Program, have been designated Single Family Low Density Residential. More intensive residential uses are not likely in this area due to the constraints of being adjacent to or surrounded by wetland areas and the unavailability of sewer and water service to the area. Because this area is protected by the stringent land use regulations of the Shoreline Management Act, this area would not meet the criteria required for application of the Residential/Sensitive Resource designation. It is envisioned that residential uses will eventually be phased out in the area that is surrounded by the jurisdiction of the Shoreline Master Program. Park or open space would be an appropriate long-term use of this area.

*(Page 95 of the Comprehensive Plan Land Use Element Neighborhood Appendix)*

## **7.2 Single Family Medium Density Residential**

The area south of Dennis Street and along 6th Avenue SW is a part of Tumwater's downtown neighborhood. This area forms a well-established and stable neighborhood in Tumwater. This area should and will remain residential in character, continuing to infill with residential uses on the good building sites that are still vacant. It is anticipated that, over the 20-year planning period, densities will increase in this area. In order to protect the residential atmosphere, promote neighborhood stability and continuity, and provide a variety of housing types, the Single Family Medium Density designation would be appropriate in this area.

***(Pages 97-105 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

## **7.7 Tumwater Town Center**

The citizens of Tumwater envision a future downtown on 190-acres of the New Market Neighborhood bordered by Interstate 5, Tumwater Boulevard, Nicholas Street, and Israel Road. This Section of the Land Use Element Appendix offers a framework for a mixed-use, urban density, transit-supported community services center, a true downtown for a city whose urban nucleus was decimated by freeway construction in the late 1950s. This area is called the Tumwater Town Center, and it represents a component of the New Market Neighborhood.

The vision for this area includes creation of a downtown and community gathering place, a broad mix of uses, clustered development to create a critical mass for public transportation, and continuing responsiveness to regional goals for growth management and environmental protection.

In addition to the major goal of replacing the town center lost by the construction of Interstate 5, other goals of the Tumwater Town Center plan are to:

- Create a mixed-use town center consisting of commercial developments of office, retail, and service businesses, residential, educational, civic services, support facilities, and public assembly facilities.
- Site and develop new professional office facilities to build a critical mass of employment, which is critical to encouraging high-capacity public transit and discouraging the use of single-occupant vehicles.
- Create open space and park areas to preserve the area's natural resources and beauty.

Portions of this area are located in the Airport Overlay Zone. The purpose of the overlay zone in Chapter 18.32 Tumwater Municipal Code is to protect the viability of Olympia Regional Airport as a significant resource to the community by encouraging compatible land uses and densities and reducing hazards that may endanger the lives and property of the public and aviation users. The Airport Overlay Zone identifies a series of compatible use zones designed to minimize such hazards. New developments in the Airport Overlay Zone must comply with the standards of the overlay zone in addition to the standards of the underlying zoning district.

This plan is distinguished by nine elements:



1. **Land Use** – The Tumwater Town Center is envisioned to include a mix of land uses: state facilities, private commercial developments of office, retail, and service businesses, residential, educational, civic and community services, support facilities/services (i.e., childcare), public assembly, open spaces, and parking. A vibrant mixture of activity, with people potentially present 24 hours a day, is anticipated. Land uses that reinforce this activity are encouraged.

Tumwater Town Center is divided into four subareas. Each of these subareas is described below. Supporting policies provide a framework to guide future development of the Tumwater Town Center.

- A. **Mixed Use.** The goal of the Mixed Use Subarea is to provide mixed retail, office, and residential uses at a level of intensity sufficient to support transit services and to provide a focus for the town center. A broad mix of land uses should be allowed, including retail, offices, services, restaurants, entertainment, lodging, community facilities and residential. The following percentages represent a desirable mix of ground floor land uses for this subarea. These percentages are intended to monitor the development of the entire Mixed Use Subarea over time. It is not the intent to apply these percentages to individual development proposals.

Office – 45%

Retail – 40%

Residential – 15%

Mixed Use Policies:

- Consider use of incentives and zoning requirements for mixed-use developments that incorporate retail or office uses on the ground floor with services or housing on upper stories.
- New Market Street is designated as the main street for the Tumwater Town Center. Encourage retail uses along this street. Consideration should be given to adopting zoning code requirements for ground floor retail as a component of land development projects on New Market Street to promote development of a concentrated shopping area that serves as an activity, people oriented focus to the town center.

- Buildings should be oriented toward the street and other public spaces. Where a lot is adjacent to more than one street, and one of the streets is New Market Street, buildings should be oriented toward New Market Street. Building facades should provide visual interest to pedestrians. Street level windows, minimum building setbacks, on-street entrances, landscaping, and articulated walls should be encouraged.
- Encourage public and private sector cooperation in providing capital investment, such as parking and street improvements that contribute to encouraging new business to locate in the town center.
- Initiate a capital improvement strategy to implement pedestrian and street improvements, gateway and other beautification projects, and parks and other civic facilities in the town center. Refer to the action items identified in the *Tumwater Town Center Street Design Plan* as a starting point in developing such a strategy.
- Among the existing uses in this area are an underground petroleum pipeline and a United Parcel Service distribution facility and a fabrication and assembly facility. New zoning standards for the town center should allow the distribution, fabrication and assembly facilities to remain as conditional uses. Future additions or expansions of these facilities of up to 50% of the existing floor space should be allowed subject to design and development standards to ensure compatibility with the surrounding area.

- B. **Professional Office.** The goal of this subarea is to provide an area for large professional office buildings in close proximity to transit and arterial and collector roadways. This subarea is intended to provide for employment growth in professional, business, health, and personal services.

#### Professional Office Policies

- Encourage retention, location, and expansion of professional, financial, and commercial office land uses for personal and business services.

- Provide opportunities for complementary retail uses within office structures.

- C. **Civic.** Existing civic land uses include the Tumwater City Hall, Tumwater Timberland Library, and the new Tumwater Headquarters Fire Station. The goal of this subarea is to provide civic uses that provide identity and focus for the Tumwater Town Center.

#### Civic Policies

- Encourage development of buildings and public spaces within the Civic Subarea that can provide civic functions.

- D. **Residential.** The goal of the Residential Subarea is to provide for a high quality, high-density living environment within walking distance of jobs, shopping and public transportation.

#### Residential Policies

- Encourage the development of housing in the Tumwater Town Center to support business activities and to increase the vitality of the area.
- Encourage a mix of housing choices to create variety in residential opportunity and to maintain a jobs/housing balance within the Tumwater Town Center, to make the town center a people place in the early morning, daytime and evening hours.
- Encourage a variety of well-designed housing styles.
- Apply development standards and guidelines to promote aesthetically pleasing, private, safe, and comfortable housing through design and open space.

2. **Density and Scale** – The area should consist of multi-story buildings that will define a new town center for Tumwater. The density should be greatest along New Market Street. Such density is needed to accommodate predicted future use demands and create the development pattern. Further, the density is desirable to create a critical mass of potential transit ridership.

3. **Architectural Character** – Creation of an urban character that is not rural or suburban is key. Buildings should front directly on designated main streets where possible. Overhangs and awnings could provide pedestrian protection and link individual buildings. Parking should not disrupt building activity and should be located unobtrusively. Design review guidelines and development standards have been developed for this area to facilitate its future development as a town center. These standards require urban features, such as wide sidewalks, zero setbacks and public plazas. Future development should be encouraged to install benches, kiosks and other street furniture to provide a unifying element and aid in developing the pedestrian scale of the area.
4. **Landscaping and Open Space** – A plaza, central square or commons should be provided as a gathering place in the Tumwater Town Center. Visual pedestrian features, e.g., fountains, sculptures and other focal points that will draw people to this type of facility should be considered. A centrally located site that could be re-developed as a plaza is the current City maintenance shop site located south of City Hall.

The Parks, Recreation, and Open Space Plan (Element) calls for a neighborhood park to be developed in a central location within the downtown area. The element specifically calls for this park to be oriented toward passive recreation. A potential site for a neighborhood park should be identified.

Open space corridors with trails should be provided throughout the Tumwater Town Center area. Specific routes for trails/walkways should be identified. Routes should connect other open space or landscaped areas. Connection of land uses provides for activity throughout the town center at all times of the day and night. Existing City open space and landscaping standards should be required for new developments locating in the city center area. Funding alternatives for public open space areas should be explored.

Consolidation of open space areas in the Tumwater Town Center into a specific area may be considered as an alternative to providing small pockets of open space throughout the town center.

5. **Lighting and Signage** – Lighting and signage should provide a consistent and distinguishable character to the area. Architectural features and focal buildings will define primary destinations and access points. Signage and lighting should add to those features by providing

information, orientation, and safety. Of particular importance will be transit signage. Transit shelters and other facilities should be consistent with the **city center character** and meet the needs and standards of Intercity Transit. Lighting must not create any navigational hazards for the Olympia Regional Airport.

6. **Circulation** – The *Tumwater Town Center Street Design Plan* identifies locations, alignments, and streetscape designs for town center streets. This plan incorporates three types of streets: Main Street (New Market Street), Green Streets (71<sup>st</sup> and 73<sup>rd</sup> Avenues), and Connector Streets (additional north-south streets). The street plan provides for numerous multi-modal transportation connections into and through the area.

New Market Street and other north-south streets identified in the street plan should be extended to permit circulation route alternatives between Tumwater Boulevard and Israel Road; 71<sup>st</sup> and 73<sup>rd</sup> Avenues should be extended to provide east-west street connections linking the town center to Linderson Way to the west, and Cleanwater Lane and Capitol Boulevard to the east. Streets through the area in both north to south and east to west directions will encourage growth of retail services, housing and commercial/residential mixed-use projects. The streets should also enhance transit service alternatives and increase pedestrian activity. Walkways throughout the Tumwater Town Center should be wide and generous to provide pedestrian-friendly access and circulation.

7. **Utilities** – All utilities are available to the area. Electrical power, natural gas, water, storm drainage, and sanitary sewer systems will require upgrading and extension to complete the utility service system. The concept for distribution follows existing and new public rights-of-way.

The subsurface conditions in the area are significant to the Tumwater Town Center's development. Groundwater is at relatively shallow depths, typically about ten feet. Surface materials are highly permeable and they will require significant storm drainage retention/detention systems as part of the area's development. Options for addressing storm drainage should be explored. One alternative is to provide a regional storm drainage facility on property located outside of the neighborhood. Another option is to incorporate low impact development techniques to minimize stormwater runoff in conjunction with storm drainage facilities for individual developments. Design and aesthetic standards should be developed to ensure the facilities are safe (i.e. not too steep)

and aesthetically pleasing. Utility improvements are envisioned to be concurrent with proposed development.

8. **Street Design** – The *Tumwater Town Center Street Design Plan* identifies design standards for town center streets. Its principle elements are summarized below. Please refer to the street design plan for specific standards for each street.

#### Main Street

New Market Street will form the town center's activity spine, linking public facilities at the north to mixed-use and retail business at the south. It is envisioned as a traditional main street, with curbside parking and small retail on the first floor of zero-setback mixed-use buildings. In order to attract businesses and customers along this corridor and to interface with fast-paced Tumwater Boulevard, the southern part of the town center should develop as larger retail stores, with excellent visibility and access from Tumwater Boulevard.

New Market Street will provide an excellent pedestrian environment with extended sidewalks (curb bulbs) at intersections and mid-block crosswalks. Small-scale street trees, street furniture, landscaping, and accent paving will enhance the pedestrian experience.

#### East/West Green Streets

The east/west green corridors, 71st and 73rd Avenues, will be the opposite of the **main street in character**. The wide right-of-way will be mainly dedicated to landscaping and pedestrian and bicycle traffic. The corridors will provide the residences and offices with an attractive setting and connect them to the highly active main street. With heavy, informal landscaping, these corridors will provide a more peaceful promenade environment, a unique feature in a town center of this size.

#### Connector Streets

Connector streets that provide convenient access and, in some cases, on-street parking complete the proposed street grid. In terms of **design character**, these streets serve to unify the town center with uniform street trees and paving.

#### Gateways

Gateways are recommended at the intersections of Israel Road/Capitol Boulevard, Israel Road/New Market Street, New Market Street/Tumwater Boulevard, Tumwater Boulevard/Linderson Way, and Linderson Way/Israel Road. Gateways should reflect **the traditional character** of the town center's public buildings, and the general design should be adaptable to the configurations of the different intersections.

### Streetscape Elements

Streetscape elements will provide both continuity and variety. Street lights as described in the Tumwater Town Center Street Design Plan, colored crosswalk pavements, concrete sidewalks, and standardized street furniture finished in Tumwater's signature dark green color will be the unifying elements. To provide variety, the main street will feature special accent pavements, small-scale street trees, raised planters, banners, and trellises. Contrasting informal landscaping and gently curving sidewalks will give the green streets a **more campus-like character**.

9. **Parking** – Parking alternatives should be explored. On-street parking should be accommodated in the Tumwater Town Center. The City should work with Intercity Transit to identify possible sites for the eventual construction of a transit center. One or more parking garages should be considered. Possible sites, funding options, and design features (e.g. first floor retail) should be evaluated. Development standards for surface parking lots and parking garages will be developed in the design review guidelines for the area. Several concepts the City should consider are provided below.
  - Limit the amount of street front surface parking lots, with no surface parking lots on New Market Street.
  - Limit curb cuts to minimize the apparent width of parking lots.
  - Adopt design guidelines that will apply to parking structures that face the street, unless such structures are located underground.
  - Require parking structures to be located behind building.
  - Allow parking structures to be located along the street if the ground floor is utilized for retail use.
  - Restrict surface parking lots on corners so that buildings are the

- dominant features of the intersection.
- Require parking facilities to be designed so that access is from an alley or from a street at locations that do not conflict with pedestrian circulation. Maximize on-street parking for customer short-term use to provide a pedestrian-friendly environment; develop standards for on-street parking areas.



***(Pages 111-113 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

### **8.3 Single Family Medium Density Residential**

The residential areas east of Capitol Boulevard and north of Dennis Street, form a well-established and stable neighborhood in Tumwater. This area should and will **remain residential in character**, continuing to infill with residential uses on the good building sites that are still vacant. It is anticipated that over a 20-year period, densities will increase in this area. In order to **protect the quiet residential atmosphere**, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate for these areas.

Portions of this area are located in the Airport Overlay Zone. The purpose of the overlay zone in Chapter 18.32 of the Tumwater Zoning Code is to protect the viability of Olympia Regional Airport as a significant resource to the community by encouraging compatible land uses and densities and reducing hazards that may endanger the lives and property of the public and aviation users. The Airport Overlay Zone identifies a series of compatible use zones designed to minimize such hazards. New developments in the Airport Overlay Zone must comply with the standards of the overlay zone in addition to the standards of the underlying zoning district.

Two areas, one located on Tumwater Boulevard southeast of the Silver Ridge residential subdivision, and the other area on Henderson Boulevard northwest of the intersection of Henderson Boulevard and 68<sup>th</sup> Avenue SE, have been designated Single Family Medium Density. The close proximity to the businesses and job opportunities available in the Tumwater Town Center and the neighboring Neighborhood Commercial areas make both these areas logical locations for moderately dense single-family homes.

The area located between Interstate 5 and Capitol Boulevard, north of Dennis Street and south of West V Street is also an area of well-established single-family homes. In order to **protect the residential atmosphere**, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate for this area.

Where commercial development is adjacent to residential areas, landscaping, screening, and buffering should be used to protect the residences from possible adverse impacts. Existing trees and other vegetation and landscaping of aesthetic value should be preserved wherever possible. The overall intent of these measures should be to visually separate the residential from the commercial uses and aid in discouraging through traffic from using the residential streets.

There are approximately 90 homes with roughly 200 residents within the residential area accessed via West X Street. West X Street is the only access point for all of these homes. For health and safety reasons, as well as convenience for the residents of the neighborhood, a second access point to this particular neighborhood is necessary. 7<sup>th</sup> Avenue should be improved and connected between 65<sup>th</sup> Way and West Y Street through either a City project or when development occurs adjacent to the site. Steps should be taken to ensure the adjacent commercial uses to the west do not utilize this road on a regular basis. Steps can include, but are not limited to, restricting the adjacent commercial access points on the 7<sup>th</sup> Avenue frontage to gated emergency access only. Additional recommendations for this area are contained within the *Capitol Boulevard Corridor Plan*.

The area south of the Bonneville Power easement, east of Linderson, should be preserved in order to buffer the residences to the south from commercial uses. This area contains mature trees and vegetation that would provide a suitable natural buffer.

Many of the single-family areas within the SE Capitol Boulevard Neighborhood will probably experience pressures for higher density in the future as the need for housing increases in this area of Tumwater because of the development of the Tumwater Town Center. The Tumwater Town Center will result in a significant increase in the number of people working in the area. These people will probably be interested in obtaining housing near where they work. It is expected that pressures for commercial conversion of property will decrease due to the availability of large areas of vacant commercially zoned properties to the west along Littlerock Road.

*(Page 129 of the Comprehensive Plan Land Use Element Neighborhood Appendix)*

## **10.2 Residential/Sensitive Resource**

The area west of Rural Road south of Sapp Road has been designated Residential/Sensitive Resource (2 - 4 Dwelling Units/Acre) to ensure that the **unique open space character** and environmental sensitivity of Percival Creek is protected from the effects of intensive urban development. Most of the southern portion of Percival Creek lacks sufficient stream flow to be under the protection of the Shoreline Management Act and, therefore, lacks the special protection measures afforded by the Act. However, Percival Creek connects two areas of the city that are under the protection of the Shoreline Management Act: Trosper Lake and the Black Lake Drainage Ditch/Percival Creek Lower Reach.

Areas in the 100-year flood plain have been designated Parks/Open Space to ensure consistency with the Conservation Element. Areas outside of the 100-year flood plain, however, should receive a land use designation that would be low intensity yet still allow for development on sanitary sewer in order to protect Percival Creek and the groundwater in this area.

This designation is also appropriate for a large area west of Lambskin Street along the south side of 54th Avenue. This area includes a relatively large amount of sizeable wetlands associated with Fishpond Creek, which drains into Black Lake and Trosper Lake.

*(Page 130 of the Comprehensive Plan Land Use Element Neighborhood Appendix)*

#### **10.4 Single Family Medium Density Residential**

The area east and north of the Beehive Industrial Park, has been designated Single Family Medium Density Residential. It is anticipated that this area will develop slowly due to the need for the extension of roads, water, and sewer, and topographical limitations for construction such as poorly drained soils and low areas. Most of the property is presently vacant. As the remaining portion of this area is developed, it should be buffered from industrial uses in the Beehive Industrial Park. Clustering and density transfer should be considered where limitations for development exist.

The area west and north of Barnes Lake forms a well-established and stable neighborhood in Tumwater. **This area should and will remain residential in character.** It is anticipated that over a 20 year time period densities will increase in this area. In order to protect the **quiet residential atmosphere**, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate in this area.

**To protect the residential character of this neighborhood,** physical buffers should be established to minimize the impact of the commercial development along Trooper Road. These buffers should be provided as new commercial development occurs. These buffers could take many forms, but their overall intent should be to visually separate the residential from the commercial uses and aid in discouraging through-traffic from using the residential streets.

***(Pages 130-131 of the Comprehensive Plan Land Use Element Neighborhood Appendix)***

**10.5 Multi-Family Medium Density Residential**

The area south of Barnes Lake is dominated by the Barnes Lake Park condominium development. The Multi-Family Residential Medium Density designation best reflects this current use and it will serve as an appropriate designation for the future. To protect the residential character of this neighborhood, physical buffers should be established to minimize the impact of the commercial development along Trospen Road. These buffers could take many forms, but their overall intent should be to visually separate the residential from the commercial uses and aid in discouraging through-traffic from using the residential streets.

Near Schoth Road, south of Trospen Road, are some duplexes and a few single-family homes that have deteriorated over the years. This area has been designated Multi-Family Medium Density Residential as it is envisioned that these uses will transition to higher density residential uses as development in the area increases.

The area east of Barnes Lake and west of 2nd Avenue is an area that is transitioning from older single-family large lot residential uses to multi-family uses. This trend is likely to continue in the future, and the Multi-Family Medium Density Residential designation would best anticipate this trend.

Clustering and density transfer using a Planned Unit Development should be considered where limitations for development exist in this area. The land, developed as a Planned Unit Development, could be ideally suited for cluster construction of small lots with large open spaces of undevelopable area.

*(Page 141 of the Comprehensive Plan Land Use Element Neighborhood Appendix)*

## **11.2 Residential/Sensitive Resource**

The area north of Sapp Road, east of RW Johnson Boulevard, south of Somerset Hill Drive, and west of Crosby Boulevard has been designated Residential/Sensitive Resource (2-4 Dwelling Units/Acre) to ensure that the **unique open space character** and environmental sensitivity of Percival Creek is protected from the effects of intensive urban development. Most of Percival Creek lacks sufficient stream flow to be under the protection of the Shoreline Management Act; and, therefore, lacks the special protection measures afforded by the Act.

However, Percival Creek connects two areas of the city that are under the protection of the Shoreline Management Act: Trosper Lake and the Black Lake Drainage Ditch/Percival Creek Lower Reach. Areas in the 100-year flood plain have been designated Parks/Open Space to ensure consistency with the Conservation Element. Areas outside of the 100-year flood plain, however, should receive a land use designation that would be low intensity yet still allow the area to be developed on sanitary sewer in order to protect Percival Creek itself and the groundwater in the area.

*(Page 142 of the Comprehensive Plan Land Use Element Neighborhood Appendix)*

#### **11.4 Single Family Medium Density Residential**

The area east of RW Johnson Boulevard, south of Mottman Road is known as the Firland development. This development consists of houses on small lots. Phase II of the Firland subdivision has been constructed east of RW Johnson Boulevard and south of Somerset Hill Drive. The Single Family Medium Density best reflects the existing use of this area. Existing and future residential uses in this area should be protected from impacts from industrial uses using buffering and other means where possible. Additionally, truck traffic should be discouraged from traveling through these residential areas.

The area of Somerset Hill Drive, west of Crosby Boulevard is a well-established, single-family neighborhood with some duplex development. The Single Family Medium Density designation would best reflect the current use of this area and would allow for possible future infill that is compatible with the existing neighborhood. Areas adjacent to the Parks/Open Space designation of Percival Creek would not meet the criteria established for application of the Residential/Sensitive Resource Designation (2 - 4 Dwelling Units/Acre).

The residential areas of the Tumwater Hill Neighborhood west of Interstate 5 form a well-established and stable neighborhood in Tumwater. This area should and will remain residential in character, continuing to in-fill with residential uses on the good building sites that are still vacant. It is anticipated that, over a 20-year period, densities will increase in this area. In order to protect the quiet residential atmosphere, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate in this area.

### 3. **Thurston Climate Mitigation Plan – Update greenhouse gas emission (GHG) targets in the Conservation Element to address HB 2311**

#### **Summary**

The proposal is a City sponsored review for potential amendments to the goals, policies, and actions in the Conservation Element of the Comprehensive Plan to address HB 2311 and support the City's acceptance of the *Thurston Climate Mitigation Plan*.

#### **Proposal**

1. Review the Comprehensive Plan Conservation Element to determine if amendments are needed to address HB 2311.

#### **Sponsor**

City of Tumwater

#### **Background**

The City Council placed the proposed Comprehensive Plan amendment on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

The City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments for further review. The Community Development Department staff reviewed the goals, policies, and actions and text in the Comprehensive Plan Conservation Element to determine if specific amendments were needed at this time.

Climate change is already affecting the Thurston region with such things as hotter summers, wildfire smoke, and flooding affecting health, homes, and businesses. Meeting the challenge of climate change will involve transforming the City and the larger Thurston region with participation from every segment of society. In addition, it will require a conversation about how the City can best enable and empower its



residents to build a future in which all parts of the community have the opportunity to thrive.

The *Sustainable Thurston Plan* adopted by the Thurston Regional Planning Council in 2013 and subsequently accepted by the cities of Lacey, Olympia, and Tumwater, set a goal for the Thurston region to move toward carbon neutrality, recommended supporting emissions reduction targets through 2050, and identified the creation of a regional climate action plan as a first action step.

The regional climate action plan consists of two parts:

1. The *Thurston Climate Adaptation Plan* adopted by the Thurston Regional Planning Council in January 2018; and
2. The *Thurston Climate Mitigation Plan* accepted by the City of Tumwater and Thurston County and the cities of Olympia and Lacey in January 2021.

Climate mitigation refers to strategies and actions that take heat-trapping greenhouse gases like carbon dioxide out of the atmosphere or prevent them from entering the atmosphere in the first place. The amount of greenhouse gases emitted is directly related to how warm the planet will get. The more emissions produced the more severe and damaging the climate change impacts.

Reducing or mitigating emissions locally will help to limit the amount of warming experienced globally and will result in fewer negative impacts on the City and Thurston region. Reducing emissions can help protect the health and safety of the City residents and the Thurston region's infrastructure.

The sources of greenhouse gas emissions in Thurston County include:

- **Buildings and energy**, including electricity and natural gas consumption. (57% of the total)
- **Transportation and land use**, including vehicle travel and fuel consumption. (32% of the total)
- **Waste and wastewater**, including solid waste management and wastewater treatment. (5% of the total)
- **Agriculture and forests**, including animal farming and land fertilization. (2% of the total)

- **Other sources**, such as refrigerant use, street lighting, and deforestation. (4% of the total)

Currently, the majority of the Thurston region's contributions to climate change come from powering, heating, and cooling its buildings and driving vehicles. The built environment and transportation account for 89 percent of the county's total emissions. Emissions related to solid waste disposal, wastewater treatment, agriculture and land use, and refrigerant leakage also contribute to Thurston County's total, but a much smaller portion.

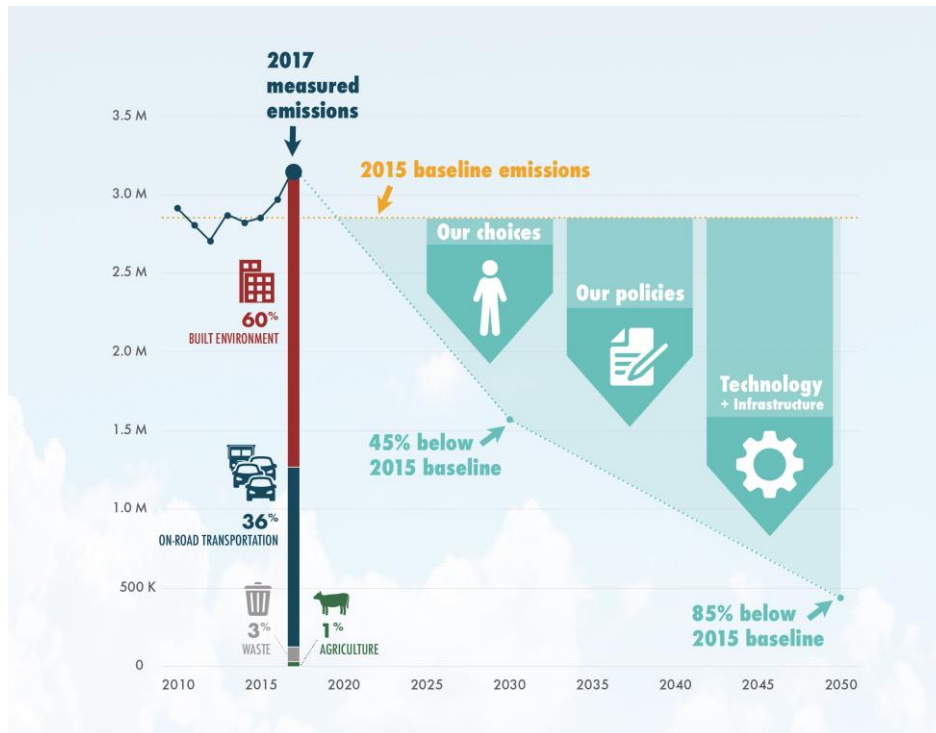


Figure 4. *Thurston Climate Mitigation Plan* Greenhouse Emissions Reduction Targets.

While population growth accounts for some recent increases, it cannot explain it all. While the population of Thurston County increased 3.6 percent since the 2015 baseline year, per-capita emissions increased nearly eight percent over the same period.

The *Thurston Climate Mitigation Plan* includes strategies and actions the City can take to make measurable progress toward greenhouse gas emission reduction goals, while maintaining, and potentially improving, the quality of life in the region. The primary focus of the Plan is to identify strategies and actions that will enable the City and the Thurston region to work collectively to minimize the causes of climate change.

To that end, in 2018 all four jurisdictions adopted the shared emissions reduction targets below.

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### ***Emissions Reduction Targets***

*Reduce net communitywide greenhouse gas emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050 to ensure that our community does its part to keep the global average temperature from rising more than 2° Celsius (3.6°) above historic levels.*

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As part of the 2019 Comprehensive Plan map and text amendments, the City Council adopted the following policy in the Conservation Element of the Comprehensive Plan:

Conservation Element Policy C-1.6: *Reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2°C.*

The state adopted HB 2311 on June 11, 2020, which updated the states emissions goals for consistency with the most recent assessment of climate change science. HB 2311 updated RCW 70.235.020 to reflect new emission reduction targets from 1990 levels to new levels for 2020, 2030, and 2050.

The state new targets with HB 2311 are:

- 2020 - reduce to 1990 levels
- 2030 - 45% below 1990 levels
- 2040 - 70% below 1990 levels
- 2050 - 95% below 1990 levels and achieve net zero emissions

When the targets for the *Thurston Climate Mitigation Plan* were proposed in 2019, the goals of the plan were more ambitious than the state, but now they are not. If HB 1099 had passed last session, Comprehensive Plans would have been required to include a climate change element consistent with the state target, and the City likely would have been looking at an amendment to the *Thurston Climate Mitigation Plan* target to go to net zero by 2050. Since that bill did not pass, these updates are discretionary. Some jurisdictions are choosing to use the state goals in their periodic updates, and the guidance under development by the Washington State Department of Commerce will be focused on the state target.

### ***Comprehensive Plan Review***

Community Development Department staff reviewed the Conservation Element of the Comprehensive Plan and identified the following Conservation Element

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Comprehensive Plan policies that support the implementation of the *Thurston Climate Mitigation Plan*:

Conservation Element Policy C-1.6: *Reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2°C.*

Conservation Element Policy C-1.7: *Implement the strategies contained in the most recent version of the accepted Thurston Climate Mitigation Plan.*

### ***Planning Commission Conclusions***

1. The Planning Commission reviewed the potential for including amendments to the Comprehensive Plan in the 2022 Comprehensive Plan text amendment process.
2. The City's current emission reduction targets are from the *Thurston Climate Mitigation Plan* and they were adopted into the Conservation Element of the Comprehensive Plan in 2021.
3. The City's current emission reduction targets used 2015 as a baseline, while HB 2311 used 1990. Translating the 1990 baseline to the 2015 baseline is complicated.
4. There currently are regional discussions about pursuing changes to the Countywide Planning Policies to include climate-focused policies that are more explicit, as well as amendments to the *Thurston Climate Mitigation Plan*.
5. Based on the above review and analysis, the Planning Commission concluded that any substantial amendments to the Comprehensive Plan to address the requirements of HB 2311 should be included in the required ten-year Comprehensive Plan update process that will start in the fall of 2022.

### ***Planning Commission Recommendation***

1. The Planning Commission recommended that no amendments to the Comprehensive Plan to address the requirements of HB 2311 be done at this time.
2. The Planning Commission recommended that amendments to address HB 2311 be part of the larger review and update of the next Washington State Growth Management Act required ten-year Comprehensive Plan update that will start in the fall of 2022 that is due June 2025.

#### 4. Essential Public Facilities Amendments

##### **Summary**

The proposal is a City sponsored review of the potential for amendments to the goals, policies, and actions in the Lands for Public Purposes Element of the Comprehensive Plan and TMC Title 18 *Zoning* to allow an expansion of the area in the City that would allow for essential public facilities such as inpatient facilities including substance abuse facilities. These essential public facilities uses include, but not limited to, intensive inpatient facilities, long-term residential drug treatment facilities, and recovery house facilities.

##### **Proposal**

1. Review the Comprehensive Plan Lands for Public Purposes Element and TMC Title 18 *Zoning* to determine if amendments are needed to address essential public facilities such as inpatient facilities in the City.

##### **Sponsor**

City of Tumwater

##### **Background**

The City Council placed the proposed Comprehensive Plan amendment and rezone on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

The City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments for further review. The Community Development Department staff reviewed the goals, policies, and actions and text in the Comprehensive Plan Lands for Public Purposes Elements to determine what specific amendments were needed to address essential public facilities such as Inpatient facilities including substance abuse facilities (including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities).

The potential amendments are in response to the possible expansion of an existing nonconforming inpatient facility use in the City. Community Development Department staff reviewed the potential for amendments to the Lands for Public Purposes Element of the Comprehensive Plan and to TMC Chapter 18.56 *Conditional Use Permits*. Such amendments would be needed to address essential public facilities such as inpatient facilities including substance abuse facilities, including but not limited to: intensive inpatient facilities, long-term residential drug treatment facilities, and recovery house facilities.

Chapter 3 of the Lands for Public Purposes Element of the Comprehensive Plan contains the discussion of the essential public facilities. The discussion is similar to the language in TMC Chapter 18.56 *Conditional Use Permits*, so if amendments were proposed to Chapter 3 of the Lands for Public Purposes Element, they would need to be reflected in TMC Chapter 18.56. The goals, policies, and actions of the Land Use and Lands for Public Purposes Elements are silent on essential public facilities.

“Inpatient facilities including substance abuse facilities” have an Essential Public Facility Code of “F.” Such uses are allowed in the Multi-Family Medium Density Residential (MFM), Multi-Family High Density Residential (MFH), Mixed Use (MU), Capitol Boulevard Community (CBC), Neighborhood Commercial (NC), and General Commercial (GC) land use designations as a conditional use.

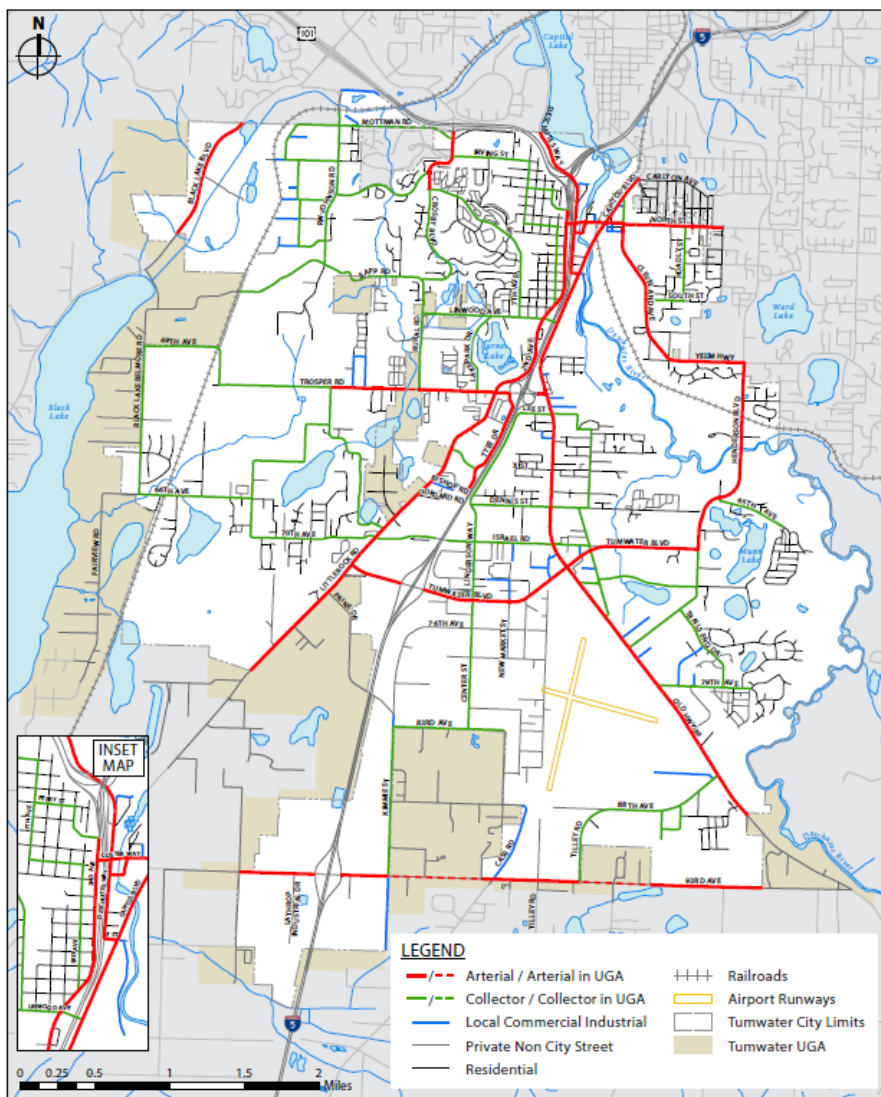
Chapter TMC 18.56 Conditional Use Permits includes the regulations that govern essential public facilities. “Inpatient facilities including substance abuse facilities” have an Essential Public Facility Code of “F.” Such uses are allowed in the Multifamily Medium Density Residential (MFM), Multifamily High Density Residential (MFH), Mixed Use (MU), Capitol Boulevard Community (CBC), Neighborhood Commercial (NC), and General Commercial (GC) zone districts as a conditional use.

The regulations are similar to the language in the Lands for Public Purposes Element, so if amendments were proposed to TMC Chapter 18.56 they would need to be reflected in Chapter 3 of the Lands for Public Purposes Element. Proposed amendments to TMC 18.56.140 “E” Uses would need to be addressed at the same time as the Comprehensive Plan amendments through another ordinance.

Community Development Department staff considered four potential kinds of amendments to allow for an expansion of where essential public facilities such as inpatient facilities could be allowed in the City:

1. Process a Comprehensive Plan Map Amendment and Associate Rezone for the subject properties.

2. Amend the Comprehensive Plan and TMC Title 18 *Zoning* to allow the proposed use in the Single Family Low Density Residential (SFL) land use designation and zone district.
3. Create an Overlay Zone that would allow the proposed use in a limited area of the City.
4. Creating a Citywide Overlay Zone that would allow the proposed use along arterials as defined by the City's Transportation Plan. See Figure 6 below.



 **CITY OF TUMWATER**  
Transportation Master Plan

**Figure 2**  
Roadway Functional Classification

**Figure 5. Roadway Functional Classification**

***Comprehensive Plan Review***

Community Development Department staff reviewed the Comprehensive Plan Lands for Public Purposes Element. The goals, policies, and actions of the Land Use and Lands for Public Purposes Elements are silent on essential public facilities.

***Zoning Code Review***

Community Development Department staff reviewed the essential public facilities regulations found in TMC 18.56.140 “E” Uses for consistency with the proposed Comprehensive Plan text amendments.

***Planning Commission Conclusions***

1. The Planning Commission reviewed the potential for including amendments to the Comprehensive Plan in the 2022 Comprehensive Plan text amendment process with the input of the Planning Commission.
2. The Planning Commission reviewed the four potential kinds of amendments that could be required to allow for the potential expansion of an essential public facilities; such as inpatient facilities, including substance abuse facilities uses and concluded that there was not sufficient Community Development Department staff resources available this year to adequately evaluate the potential impacts and conduct the appropriate level of public engagement.
3. Based on the above review and analysis, the Planning Commission concluded that any substantial amendments to the Comprehensive Plan to address the potential expansion of an essential public facilities such as inpatient facilities including substance abuse facilities uses in the City should be included in the required ten-year Comprehensive Plan update process that will start in the fall of 2022.

***Planning Commission Recommendation***

1. The Planning Commission recommended that no amendments to the Comprehensive Plan to address the requirements of HB 2311 at this time.
2. The Planning Commission recommended that amendments to the Lands for Public Purposes Element of the Comprehensive Plan and to TMC Chapter 18.56 *Conditional Use Permits* be considered as part of the next Washington State Growth Management Act required ten-year Comprehensive Plan update that will start in the fall of 2022 that is due June 2025.



**5. Comprehensive Plan Map Amendment and Corresponding Rezone to Change Triangle West of the Dennis Street SW and Linderson Way SW Intersection**

***Summary***

The City is proposing a Comprehensive Plan map amendment and corresponding rezone for an approximately 0.30-acre portion of one parcel that totals 5.73-acres located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW (Portion of Thurston County Assessor Parcel Number 1270-32-40303). The City's proposal is to change the current Single Family Medium Density Residential (SFM) Comprehensive Plan map designation of the parcels to Multi-Family High Density Residential (MFH).

***Proposal***

1. Amend the City-Wide Land Use Map to change the current Comprehensive Plan land use map designation of the property from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH).
2. Amend the City-Wide Zoning Map to change the current zone district of the property from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH).

***Sponsor***

City of Tumwater

***Location***

6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW

***Parcel Number***

Portion of Thurston County Assessor Parcel Number 1270-32-40303

***Property Size***

Part of 5.73-acre parcel, approximately 0.30-acres

***Current Comprehensive Plan City-Wide Land Use Map Designation***

The current land use designation for the proposed amendment area is Single Family Medium Density Residential (SFM). See Appendix 5.1 – *Maps* for the current Comprehensive Plan City-Wide Land Use Map (Map 5A).

***Surrounding Land Use Map Designations, Zone Districts, and Existing Land Uses***

***North***

Land Use Map Designation: Interstate 5

Zone District: Interstate 5

Current Land Use: Interstate 5

*East*

Land Use Map Designation: Single Family Medium Density Residential (SFM)

Zone District: Single-Family Medium Density Residential (SFM)

Current Land Use: Linderson Way SW, Dennis Street SW, and single-family dwellings

*South*

Land Use Map Designation: Multi-Family High Density Residential (MFH)

Zone District: Multifamily High Density Residential (MFH)

Current Land Use: Multifamily development

*West*

Land Use Map Designation: Interstate 5

Zone District: Interstate 5

Current Land Use: Interstate 5

***Constraints/Environmental Issues***

The proposed amendment area does contain the “more preferred” soils for the protected Mazama Pocket Gopher, so critical area site analyses would need to be completed before future development could occur.

***Background***

In 2019, Community Development Department Permit Division staff proposed a cleanup of the City-Wide Land Use Map and City-Wide Zoning Map. Figure 8 below contains a portion of the 1984 Zoning Map. Linderson Way SW used to run along the freeway all the way to Israel Road. When the road location was changed, the zone district was not changed

The City Council placed the proposed Comprehensive Plan amendment on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their

January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

After the City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments, Community Development Department staff reviewed the amendment and prepared the staff report with a recommendation.

Approval of the amendment would result in a Comprehensive Plan map amendment that would change the proposed amendment area from the Single Family Medium Density Residential (SFM) Comprehensive Plan map designation to the Multi-Family High Density Residential (MFH) Comprehensive Plan map designation. The corresponding rezone would change the proposed amendment area from the Single-Family Medium Density Residential (SFM) zone district to the Multifamily High Density Residential (MFH) zone district.

### ***Review and Approval Criteria***

Comprehensive Plan map amendments are subject to the criteria below from Tumwater Municipal Code (TMC) 18.60.025(B):

1. *All amendments to the comprehensive plan must conform with the requirements of the Washington State Growth Management Act, Chapter 36.70A RCW, and all amendments for permanent changes to the comprehensive plan must be submitted to the Washington State Department of Commerce, pursuant to RCW 36.70A.106.*

The proposed amendment being considered is in accordance with the City's annual Comprehensive Plan amendment process, as required by RCW 36.70A. If the amendment is approved by the City Council, the proposed amendment will be submitted to the Washington State Department of Commerce pursuant to RCW 36.70A.106.

The proposed Comprehensive Plan map amendment and corresponding rezone meet the fourteen goals of the Washington State Growth Management Act as follows:

- (1) *Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*

The proposed amendment occurs near the central urban area of the City 0.25 miles from the Intercity Transit 12 West Tumwater and 13 East Tumwater lines. Utilities including sewer and water are in the immediate vicinity. The site is close to services. The proposed amendment could provide more housing in close proximity to services and jobs.

- (2) *Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*

The proposed amendment is consistent with this goal, as it would allow for residential uses in close proximity to jobs and services. The requested Multi-Family High Density Residential (MFH) land use designation and zone district is the most intense multifamily designation and zone district in the City at 14 to 29 dwellings per acre.

- (3) *Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.*

Linderson Way SW and Dennis Street SW are designated collectors in the City's Transportation Plan. Future development of the site would trigger frontage improvements. The location is good for higher intensity residential uses because of its connectivity for multimodal transportation options.

- (4) *Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

The proposed Comprehensive Plan map amendment and corresponding rezone would allow for an enhancement in the variety of housing stock in the City. Additionally, Chapter 4 of the Land Use Element of the Comprehensive Plan on page 76 states that

*"...as population increases in the Thurston County area and housing costs become increasingly more expensive due to land and construction cost, it is likely that a larger market for higher density development will occur."*

The proposal is a Comprehensive Plan map amendment from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) and a corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH). The proposal would allow for more intense residential uses, which is consistent with this goal.

- (5) *Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*

A change in land use designation and zone district would allow the proposed amendment area to be developed with a wider range of more intense residential uses as compared to the current Single Family Medium Density Residential (SFM) land use designation. Generally, businesses need residential uses in close proximity in order to survive. The proposal provides an increase in multifamily residential uses in close proximity to business centers, which is consistent with the goal.

- (6) *Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.*

The proposal does not require any taking of private property.

- (7) *Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.*

The proposed Comprehensive Plan map amendment and corresponding rezone is being considered as a part of the City's annual Comprehensive Plan amendment review.

- (8) *Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.*

Neither the proposed amendment area nor any of the properties in the vicinity are designated for natural resources.

- (9) *Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.*

The proposed amendment area is not designated for open space and recreation. Future development of the proposed amendment area would need to comply with all development regulations that pertain to open space and parks requirements.

- (10) *Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.*

Any future development would need to comply with all the applicable environmental regulations.

- (11) *Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*

All property owners within 300 feet of the exterior boundaries of the proposed amendment area were notified about the application by letter on July 27, 2022. All property owners within 300 feet of the exterior boundaries of the proposed amendment area and all interested agencies and jurisdictions received a separate notification about the public hearing for the proposal on September 16, 2022. In addition, City residents and all interested parties, agencies and jurisdictions were notified about the application and the public hearing for the proposal as

part of the proposed 2022 Comprehensive Plan map amendment and rezone process on September 16, 2022.

- (12) *Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

The City provides sewer and water service to the proposed amendment area. Streets in the general vicinity are operating within the expected levels of service. Future development of the proposed amendment area would likely require a traffic study and mitigation of the impacts, as well as proof of adequate water and sewer service

- (13) *Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.*

The proposed amendment area is not the site of known historical or archaeological significance.

- (14) *Shorelines of the state.*

The proposed amendment area is not located within 200 feet of any shoreline of the state.

2. *Text amendments and site-specific rezone applications should be evaluated for internal consistency with the comprehensive plan, and for consistency with the county-wide planning policies, related plans, and the comprehensive plan of Thurston County or cities which have common borders with Tumwater.*

The proposed Comprehensive Plan map amendment and corresponding rezone is consistent with the Comprehensive Plan, including the Land Use and Housing Elements. The Comprehensive Plan is consistent with the Thurston County-Wide Planning Policies and the goals of Sustainable Thurston.

The applicable goals of the Land Use Element of the Comprehensive Plan are as follows:

Land Use Element Goal LU-2 states:

*Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve*

*natural resources, protect critical areas, preserve open space, and reduce sprawl.*

The proposal would allow for future urban infill development in an area with existing services. The proposed amendment area is within close proximity to a school, jobs, as well as other retail and service providers north of the property.

Land Use Element Goal LU-3 states:

*Ensure adequate public services, facilities, and publicly owned utilities are available to proposed and existing development.*

City sewer and water service are available in the immediate vicinity of the proposed amendment area.

Land Use Element Goal LU-4 states:

*Encourage land use patterns that increase the availability of affordable housing for all economic segments of the Tumwater population.*

The proposal would change the current land use designation of the proposed amendment area from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) and a corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH)), which is the most intense multifamily designation in the City. If the proposed amendment area was developed as Multi-Family Medium Density Residential (MFM), it could help to provide additional housing diversity for a range of lifestyles, incomes, abilities, and ages.

Land Use Element Goal LU-5 states:

*Ensure development patterns encourage efficient multimodal transportation systems coordinated with regional, City, and county transportation plans.*

The proposed amendment area is near jobs and services. Bike paths and wide shoulders exist between the proposed amendment area and the aforementioned job locations.

Land Use Element Goal LU-6 states:

*Reduce impacts from flooding; encourage efficient stormwater management; and ensure that the groundwater of Tumwater is protected and preserved.*



The proposed amendment area is not located within a 100-year floodplain. At the time of the future development of the proposed amendment area, the Public Works Department would review the stormwater management system, in order to protect and preserve the groundwater and reduce impacts from flooding.

Land Use Element Goal LU-11 states:

*Ensure new and existing development is energy efficient.*

All new development in the City must meet the Washington State Energy Code.

The applicable goals of the Housing Element of the Comprehensive Plan are as follows:

Housing Element Goal H-5 states:

*To supply sufficient, safe, suitable housing sites and housing supply to meet projected future housing needs for Tumwater over the next 20 years.*

Housing Element Goal H-6 states:

*To promote a selection of housing that is decent, safe, and sound, in close proximity to jobs and daily activities, and varies by location, type, design, and price.*

The proposal meets the intent of both Goals 5 and 6 since it would allow for higher density multifamily residential development within walking distance of services, retail, and jobs.

Housing Element Goal H-12 states:

*To encourage urban growth within the city limits with gradual phasing outward from the urban core.*

The proposal meets the intent of the goal. The proposed amendment is consistent with the goal because the proposed amendment area contains vacant property located within close proximity to a core urban area of the City.

3. *Whether conditions in the area for which comprehensive plan change/zoning amendment is requested have changed or are changing to such a degree that it is in the public interest to encourage a change in land use for the area.*

The conditions in the area for which the proposed Comprehensive Plan map amendment and corresponding rezone covers has changed to a degree that it

is in the public interest to support an amendment to the current land use designation and zone district for the area.

Since the property was originally designated Single Family Medium Density Residential (SFM), there has been high degree of interest in higher intensity development in the area.

4. *Whether the proposed comprehensive plan zoning amendment is necessary in order to provide land for a community-related use which was not anticipated at the time of adoption of the comprehensive plan.*

The criterion does not apply.

### ***Planning Commission Conclusions***

1. The proposal meets the review and approval criteria found in TMC 18.60.025(B).
2. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with the goals of the Washington State Growth Management Act.
3. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with Goals LU-2, LU-3, LU-4, LU-5, LU-6, and LU-11 of the Land Use Element of the Comprehensive Plan.
4. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with Goals H-5, H-6, and H-12 of the Housing Element of the Comprehensive Plan.
5. The potential impacts of the proposed Comprehensive Plan amendment has been considered together with the other amendments in the 2022 annual Comprehensive Plan amendment final docket with the criteria found in TMC 18.60.025(B) and proposed amendments do not create any inconsistencies when evaluated together.
6. Based on the above review and analysis, the Planning Commission concluded that the proposed Comprehensive Plan map amendment and corresponding rezone are consistent with the requirements of the Washington State Growth Management Act, Thurston County-Wide Planning Policies, the goals of Sustainable Thurston, and the Comprehensive Plan.

### ***Planning Commission Recommendation***

The Planning Commission recommended approval of the proposed Comprehensive Plan map amendment from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) and a corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH) as shown in the Appendix 5.2 – *Proposed Map Amendments*.

### ***Effects of the Proposed Amendment***

The proposed Comprehensive Plan map amendment and corresponding rezone would necessitate changes to the City-Wide Land Use Map in the Comprehensive Plan (Map 5C), the Littlerock Neighborhood Future Land Use Map in the Comprehensive Plan (Map 5D), the SE Capitol Boulevard Neighborhood Future Land Use Map in the Comprehensive Plan (Map 5D), and the City-Wide Zoning Map (Map 5F) as shown in in Appendix 5.2 – *Proposed Map Amendments* and Ordinance No. O2022-003.

### **Maps**

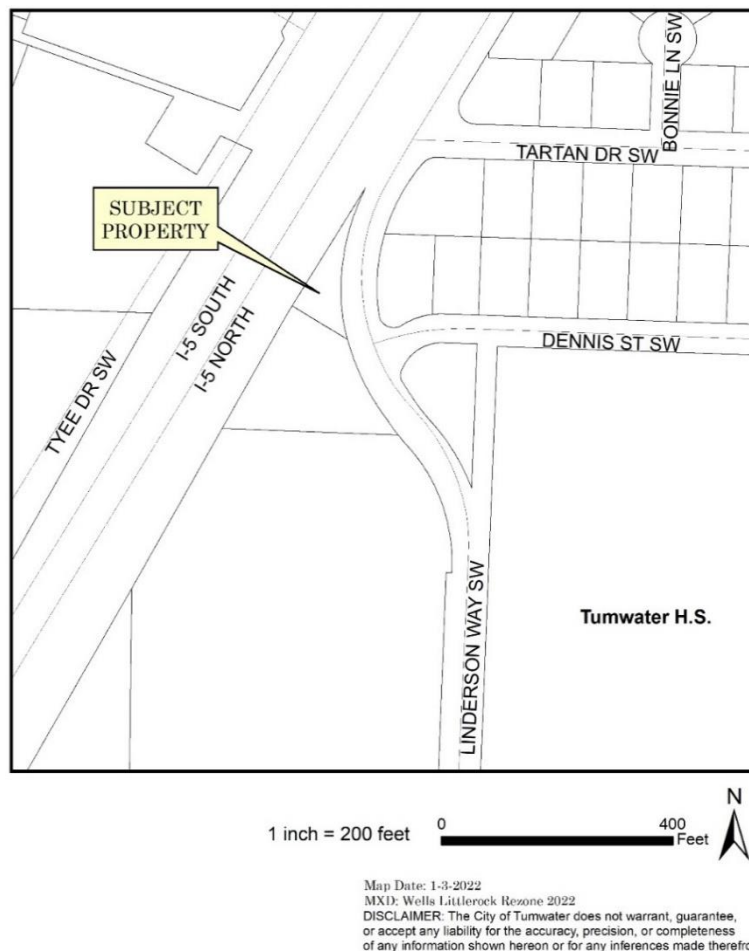


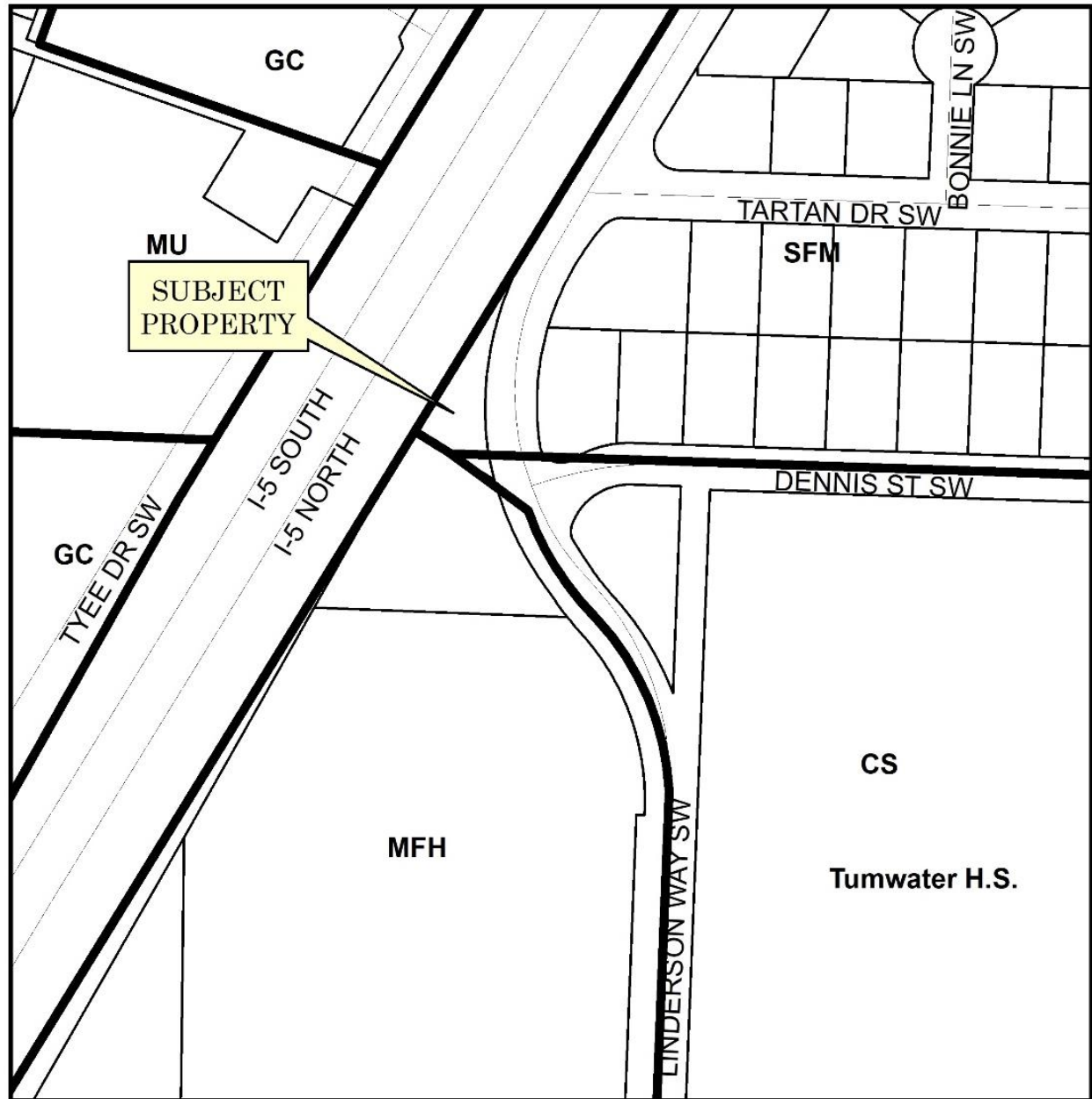
Figure 6. Dennis and Linderson Triangle Parcels and Ownership



Map Date: 1-3-2022  
 MXD: Wells Littlerock Rezone 2022  
 DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.

Figure 7. Dennis and Linderson Triangle 2019 Aerial





**Designations**  
**CS** Community Services  
**MU** Mixed Use  
**MFH** Multi Family High Density (14-29/acre)  
**SFM** Single Family Medium Density (6-9/acre)

1 inch = 200 feet

0 400 Feet



Map Date: 1-3-2022

MXD: Wells Littlerock Rezone 2022

DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.

Figure 8. Dennis and Linderson Triangle Zoning

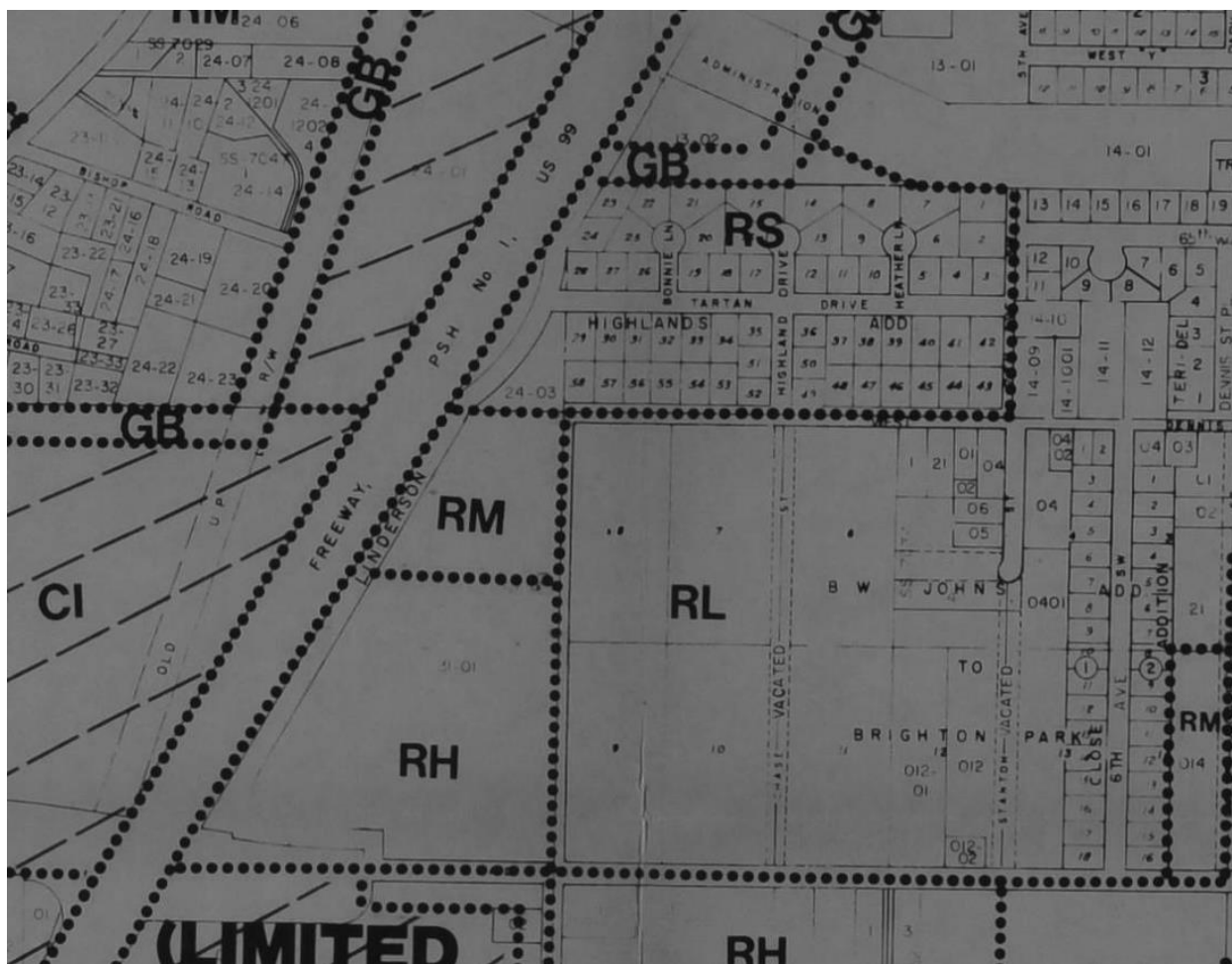
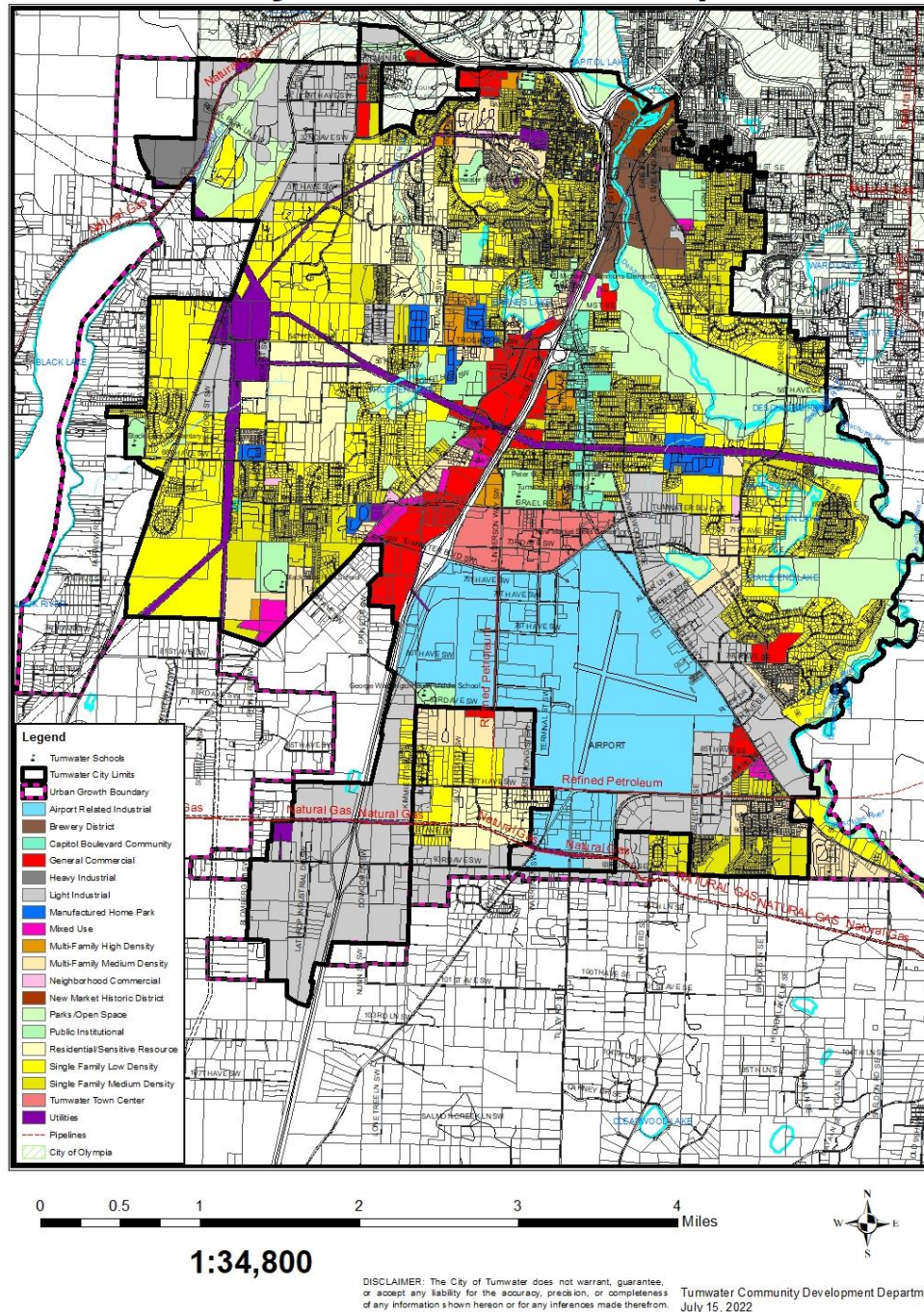


Figure 9. Dennis and Linderson Triangle Original Alignment of Linderson

## Appendix 5.1 – Maps

*Map 5A – Existing Comprehensive Plan Designations*

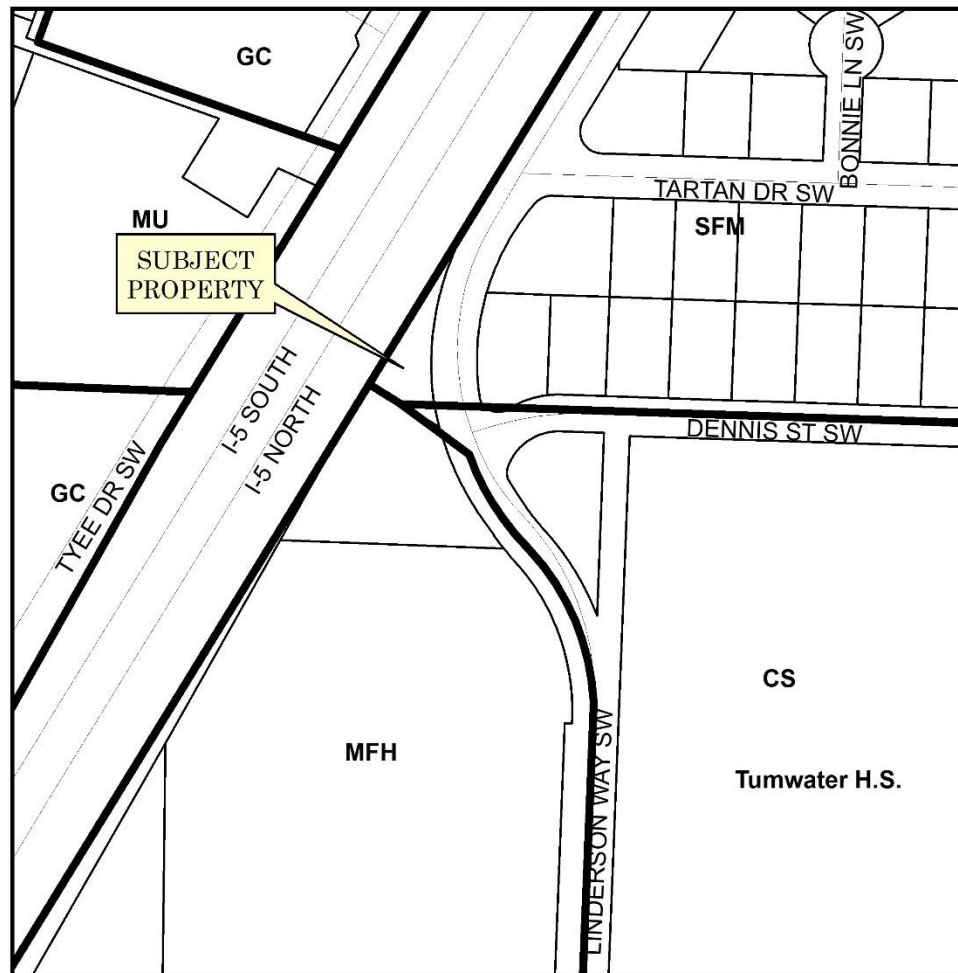
## City of Tumwater City-Wide Land Use Map





**Map 5B – Existing Zone District**

Zoning Map  
A Portion of 1270-32-40303



**Designations**  
**CS** Community Services  
**MU** Mixed Use  
**MFH** Multi Family High Density (14-29/acre)  
**SFM** Single Family Medium Density (6-9/acre)

1 inch = 200 feet  
 0 400 Feet



Map Date: 1-3-2022

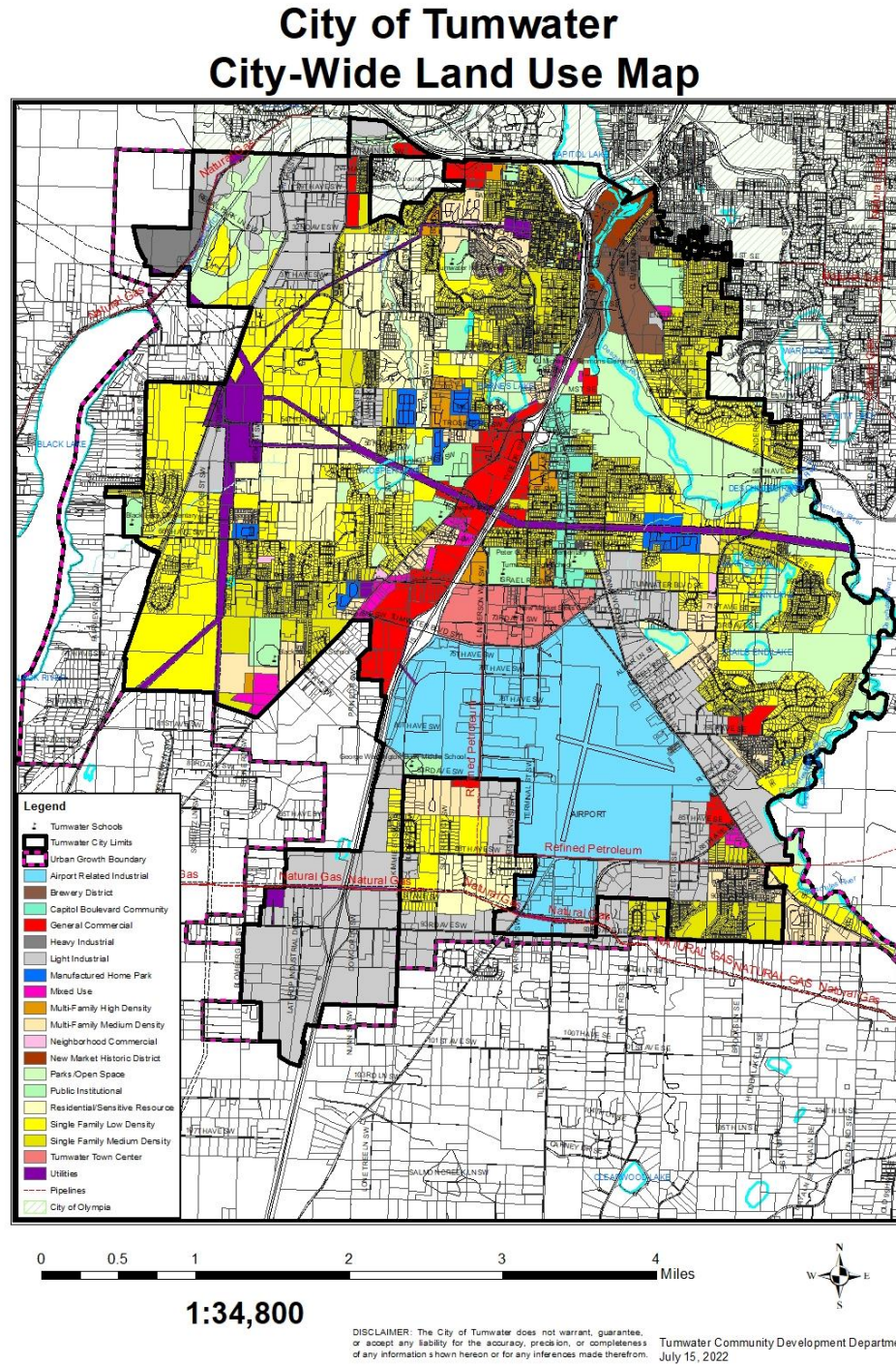
MXD: Wells Littlelock Rezone 2022

DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.



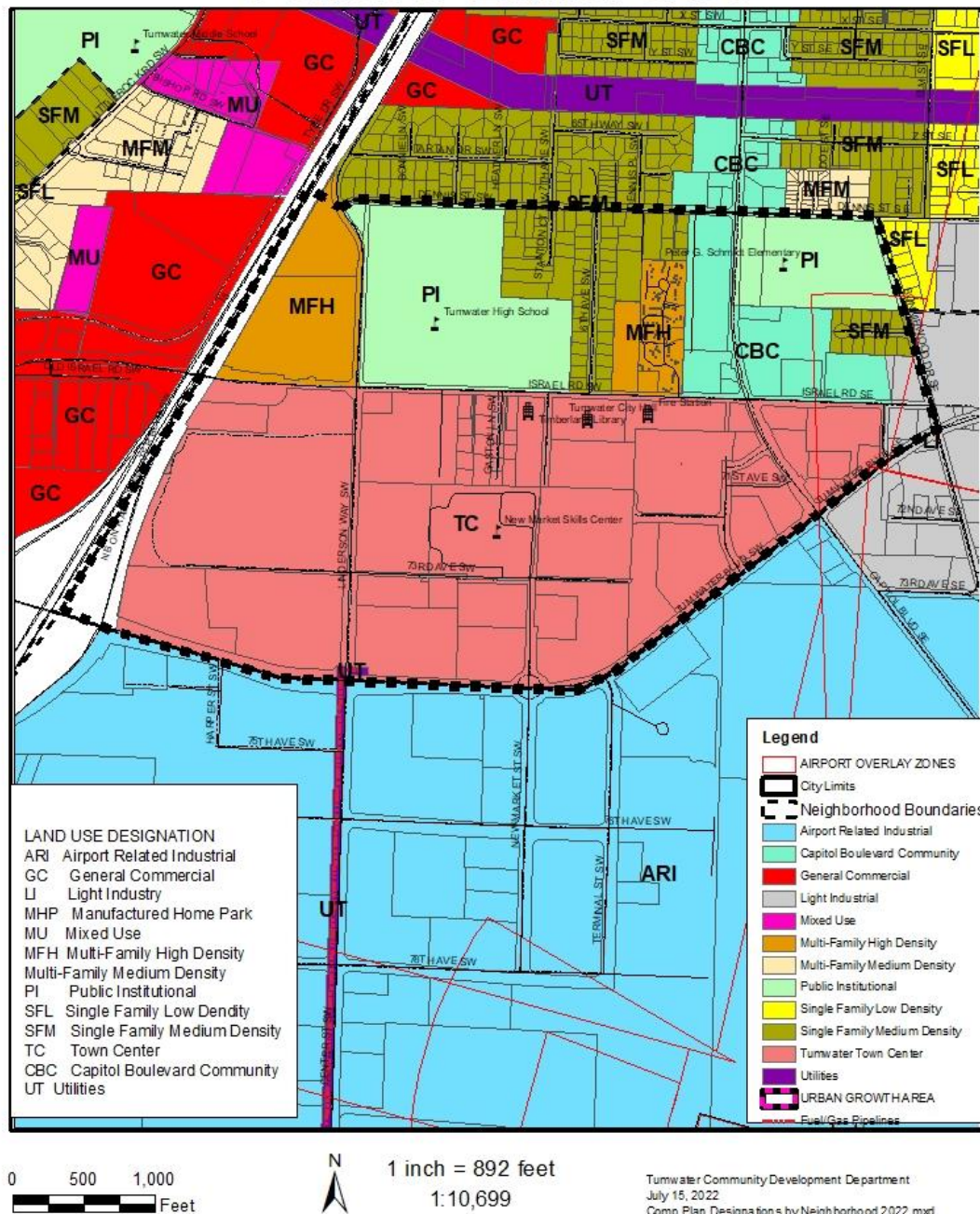
## Appendix 5.2 – Proposed Map Amendments

### Map 5C – Proposed Amendment to the Comprehensive Plan City-Wide Land Use Map



**Map 5D – Proposed Amendment to the Comprehensive Plan New Market Neighborhood Future Land Use Map**

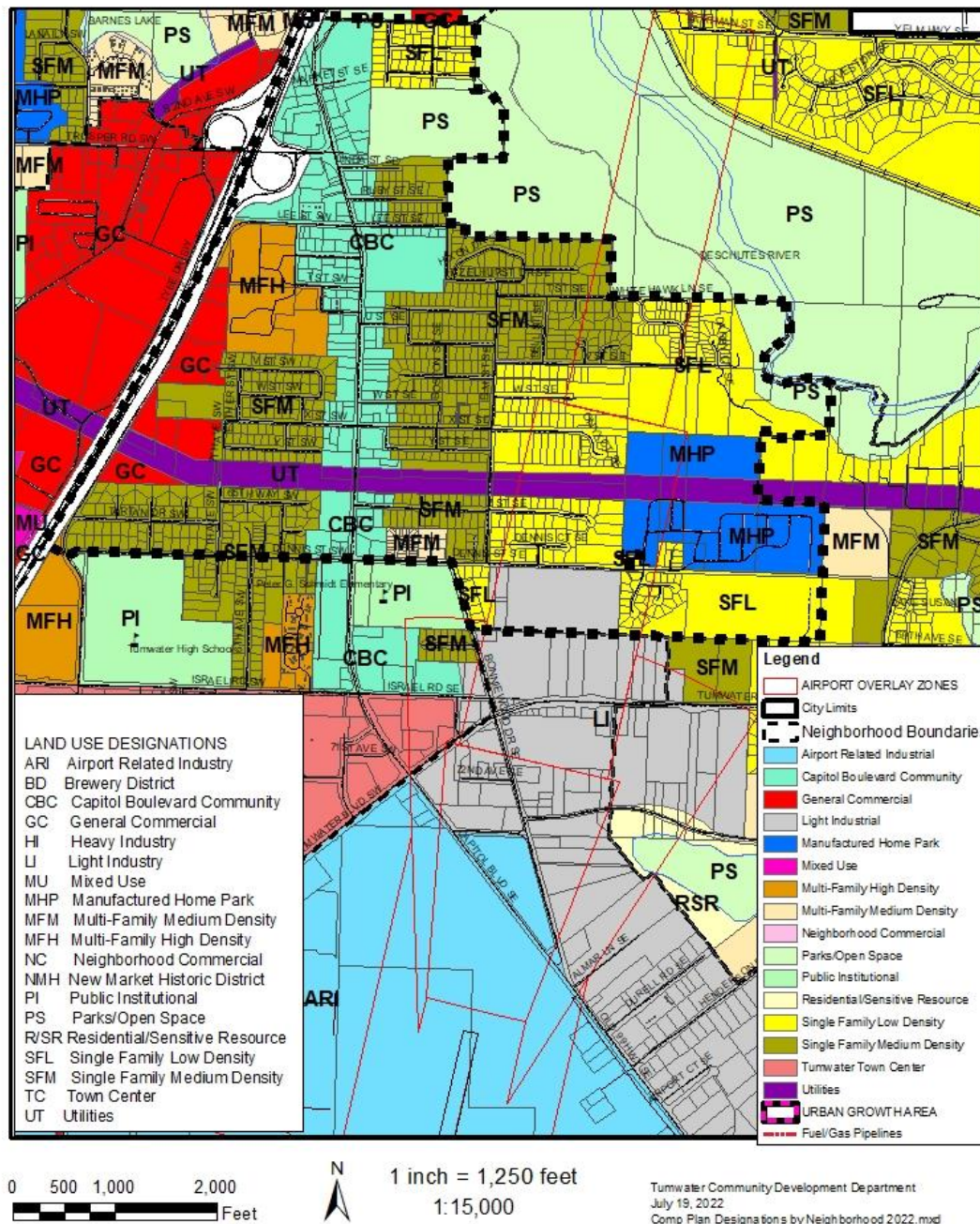
# New Market Neighborhood Future Land Use

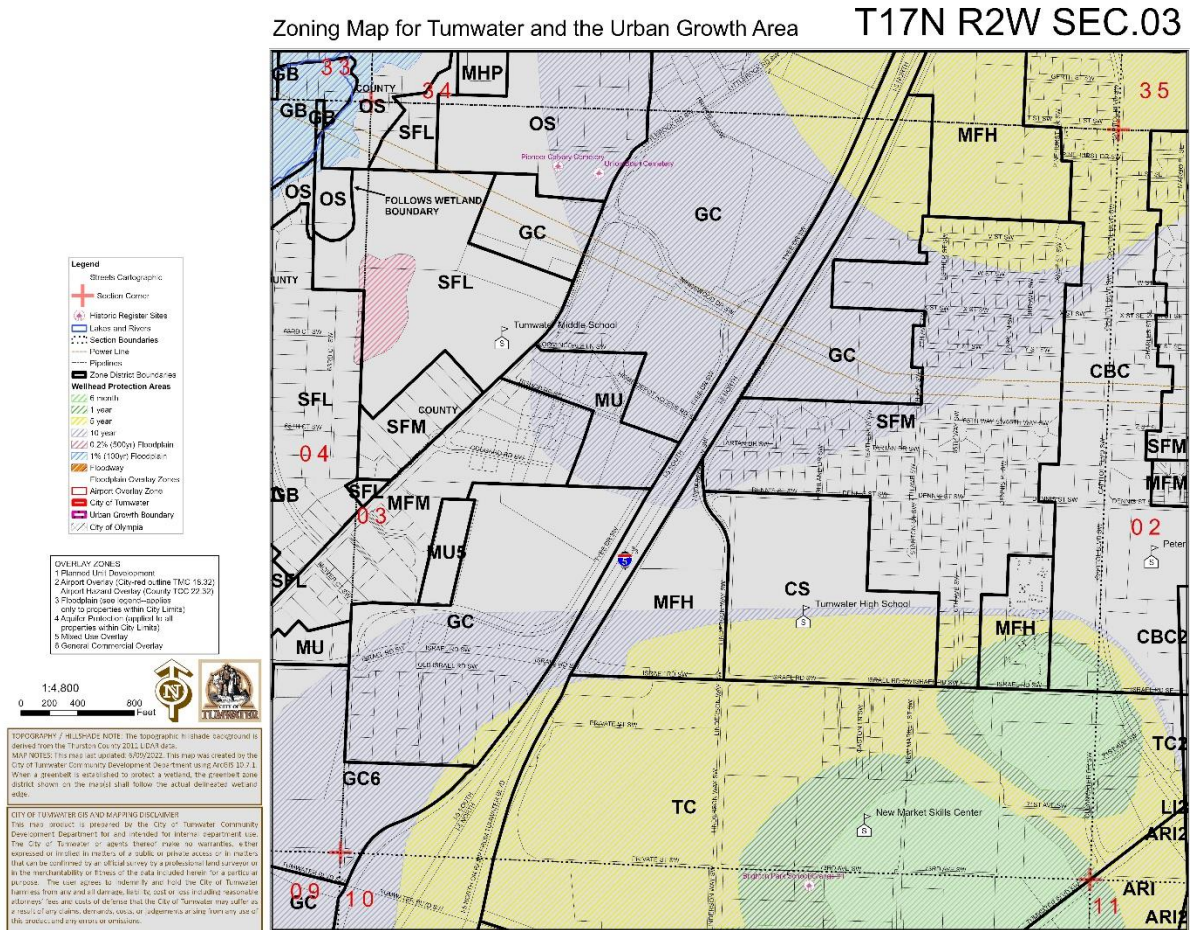




**Map 5E – Proposed Amendment to the Comprehensive Plan SE Capitol Boulevard Neighborhood Future Land Use Map**

## SE Capitol Boulevard Neighborhood Future Land Use



**Map 5F – Proposed Amendment to the City-Wide Zoning Map**



## C. SUMMARY OF ALL AMENDMENTS

### 6. Public Approval Process

The City Council placed the five proposed Comprehensive Plan amendments on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included five of the six proposed amendments in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

After the City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments for further review, Community Development Department staff reviewed the goals, policies, and actions and text in the Comprehensive Plan Conservation, Housing, and Land Use Elements.

Letters notifying all property owners within 300 feet of the exterior boundaries of the proposed map amendment area of the public review process went out on July 27, 2022. The Notice of Intent was filed with the Washington State Department of Commerce on August 3, 2022 for Ordinance No. O2022-003. The SEPA environmental checklist was issued on August 2, 2022 for Ordinance No. O2022-003 and the Determination of Nonsignificance was issued on August 16, 2022.

The Planning Commission received a briefing on the amendments on August 9, 2022. The Planning Commission discussed the proposed neighborhood character amendments at worksessions on August 23, 2022. The Planning Commission discussed the proposed amendments at a worksession on September 13, 2022.

The Planning Commission held a public hearing for the proposed amendments on September 27, 2022. Following the public hearing and deliberations, the Planning Commission recommended that the City Council approve Ordinance No. O2022-003

In addition, the Planning Commission recommended to the City Council that the three proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character,

updates related to the Thurston Climate Mitigation Plan, and updates related to the Essential Public Facilities be incorporated into the 2022-25 ten-year Comprehensive Plan Update.

The General Government Committee is expected to review the proposed Comprehensive Plan amendments in a briefing on October 12, 2022. The City Council is expected to hold a worksession to discuss the amendments on October 25, 2022 and consider the proposed amendments at a meeting on November 15, 2022.

## **7. Public Notification**

A Notice of Public Hearing for the Planning Commission was issued September 16, 2022 after the Planning Commission established a hearing date on the final docket. The notice was posted in the proposed map amendment areas, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*. Notices informing all property owners within 300 feet of the exterior boundaries of the proposed map amendment areas of the public hearing were sent out around at the same time.

## **8. Planning Commission Conclusions**

1. The two proposed Comprehensive Plan map amendments and corresponding rezones meet the review and approval criteria found in TMC 18.60.025(B).
2. The two proposed Comprehensive Plan map amendments and corresponding rezones are consistent with the goals of the Washington State Growth Management Act.
3. The two proposed Comprehensive Plan map amendments and corresponding rezones are consistent with the goals of the Land Use Element of the Comprehensive Plan.
4. The potential impacts of the two proposed 2022 Comprehensive Plan map amendments and corresponding rezones have been considered together with the criteria found in TMC 18.60.025(B) and proposed amendments do not create any inconsistencies when evaluated together.
5. Based on the above review and analysis, the Planning Commission concluded that the two proposed Comprehensive Plan map amendments and corresponding rezones are consistent with the requirements of the Washington State Growth Management Act, Thurston County-Wide Planning Policies, the goals of Sustainable Thurston, and the Comprehensive Plan.

**9. Planning Commission Recommendation**

The Planning Commission recommended that the two proposed Comprehensive Plan map amendments and corresponding rezones by Ordinance No. O2022-003 be approved.

In addition, the Planning Commission recommended the three proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character, updates related to the Thurston Climate Mitigation Plan, and updates related to the Essential Public Facilities be incorporated into the 2022-25 ten-year Comprehensive Plan Update.

**10. Effects of the Proposed Amendments Considered Together**

As noted above, the potential impacts of the two proposed 2022 Comprehensive Plan map amendments and corresponding rezones have been considered together with the criteria found in TMC 18.60.025(B) and the two proposed amendments do not create any inconsistencies when evaluated together.

**11. Staff Contact**

Brad Medrud, AICP, Planning Manager  
City of Tumwater Community Development Department  
(360) 754-4180  
[bmedrud@ci.tumwater.wa.us](mailto:bmedrud@ci.tumwater.wa.us)



**CITY OF TUMWATER**  
 555 ISRAEL RD. SW, TUMWATER, WA 98501  
 (360) 754-4180 (360) 754-4126 (FAX)  
 Email: cdd@ci.tumwater.wa.us

**REZONE  
Application**

TUM - 21-

1804

Kerri

RCVD BY

DATE STAMP

RECEIVED

NOV 17 2021

Application fee: \$1,500.00

**SUBJECT PROPERTY**

SITE ADDRESS: xx23 Littlerock Road SW

SECTION: 04 TOWNSHIP: 17 RANGE: 2W PARCEL NUMBER(S): 12704430901, 02 & 03

LEGAL DESCRIPTION OF PROPERTY (attach additional sheets if necessary): See attached

GENERAL DESCRIPTION OF LOCATION: The three adjacent parcels to the south of 7223 Littlerock Rd. SW

**PROPERTY OWNER(S)**

NAME OF PROPERTY OWNER(S) (attach additional sheets if necessary): Estate of Marvin Beagles

MAILING ADDRESS: 7223 Littlerock Rd SW

OWNER'S TELEPHONE(S): 360-870-8661 (representative)

OWNER'S E-MAIL: kathyholt@johnlscott.com

**PROJECT CONTACT/REPRESENTATIVE**

NAME: Glenn Wells

MAILING ADDRESS: 324 West Bay Dr Ste 214 Olympia WA

99502 TELEPHONE(S): 360-239-5971

E-MAIL: glennwellsarchitect@gmail.com

**GENERAL DESCRIPTION OF PROPOSAL** See attached written narrative CURRENT ZONE

DISTRICT: SFM NEW REQUESTED ZONE DISTRICT: MFM

SURROUNDING ZONE DISTRICTS: EAST: MU WEST: SFM NORTH: MFM  
 SOUTH: SFM

CURRENT COMPREHENSIVE PLAN DESIGNATION: Single Family medium residential EXISTING  
 LAND USE(S) AND IMPROVEMENTS: Vacant PAST LAND USE OR HISTORY: Parcel History  
 Parcel was subdivided in 1978 through the short subdivision process to create the 4 existing lots. Parcel 4 has been built on.  
 Parcels 1-3 remain undeveloped.

EXPLANATION OF NEED FOR CHANGE AND HOW THE PROPOSAL MEETS THE CRITERIA OF TMC

18.60.025B (Attach additional sheets if necessary): See attached written narrative



## THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING INFORMATION:

1. A SITE PLAN DRAWING OR DRAWINGS AT A SCALE OF NOT LESS THAN ONE INCH (1") FOR EACH TWO HUNDRED FEET (200') WHICH SHALL INCLUDE OR SHOW:

A: THE LOCATION OF ALL EXISTING STRUCTURES, INCLUDING BUILDINGS, FENCES, CULVERTS, BRIDGES, ROADS, AND STREETS;

B: THE BOUNDARIES OF THE PROPERTY AND NEARBY PROPERTIES;

C: ALL EXISTING EASEMENTS; AND

D: LOCATION OF EXISTING NATURAL FEATURES, SUCH AS TREES, STREAMS, OR LAKE FRONTAGE.

D: CURRENT ZONING OF SUBJECT PROPERTY AND NEARBY PROPERTIES.


## INITIATED BY:

\_\_\_\_\_ PLANNING COMMISSION (DATE OF INITIATION \_\_\_\_\_).

\_\_\_\_\_ CITY COUNCIL (DATE OF INITIATION \_\_\_\_\_).

\_\_\_\_\_ PROPERTY OWNERS AS FOLLOWS:

I (WE) UNDERSTAND AND AGREE WITH THE ABOVE EXPLAINED NEED FOR THE MAP CHANGE AND ARE CURRENT OWNERS OF THE PROPERTY WITHIN THE CITY OF TUMWATER.

 **Lavonne Anundson**  
SIGNATURE

As personal representative

SIGNATURE

**Lavonne Anundson**  
PRINTED NAME

As personal representative

PRINTED NAME

DATED THIS 12 DAY OF November, 2021









**Professional Land Surveyors**  
Where Sound Practice, Innovation and Client Service Collide

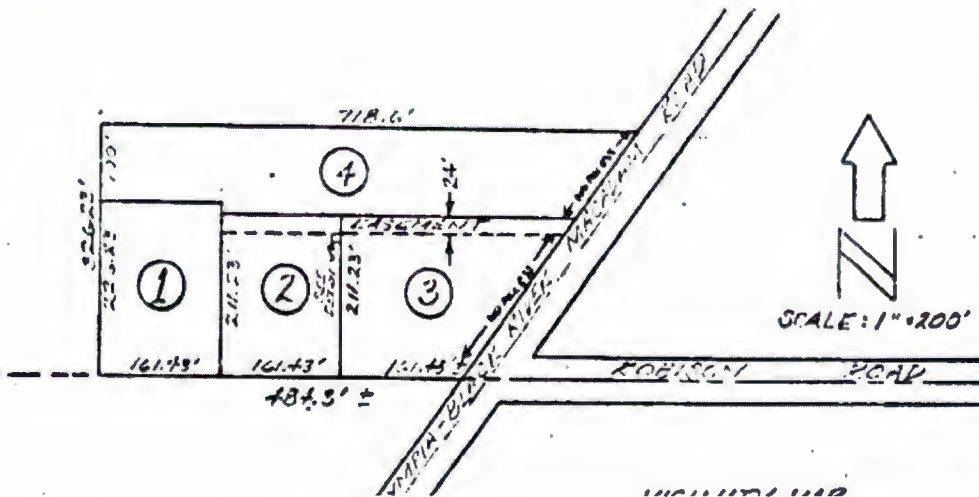
2320 Mottman Road SW, Suite 106, Tumwater, WA 98512  
(360) 688-1949 • www.mtn2coast.com

November 11, 2021

Re: Tax Parcel Descriptions



SS-0832, AFN 1036924  
Section 4, T17N, R2W, WM



**Professional Land Surveyors**

Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512  
(360) 688-1949 • [www.mtn2coast.com](http://www.mtn2coast.com)**Parcel descriptions**

TPN :12704430901

Parcel 1 of Short Subdivision No. SS-0832, as recorded May 9<sup>th</sup>, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430902

Parcel 2 of Short Subdivision No. SS-0832, as recorded May 9<sup>th</sup>, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430903

Parcel 3 of Short Subdivision No. SS-0832, as recorded May 9<sup>th</sup>, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430904

Parcel 4 of Short Subdivision No. SS-0832, as recorded May 9<sup>th</sup>, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.**Parcel History**

Parcel was subdivided in 1978 through the short subdivision process to create the 4 existing lots. Parcel 4 has been built on.

Parcels 1-3 remain undeveloped.

## LITTLEROCK REZONE

### WRITTEN NARRATIVE

October 19, 2021

The rezone application applies to three parcels currently zoned SFM. They are adjacent to 7223 Littlerock Rd SW, which is currently a single-family house and zoned MFM. The MFM site and the three SFM parcels are all owned by the same entity and are being sold in one transaction. These four lots will be redeveloped into a multi-family residential project by Fourth Street Housing, LLC (FSH).

The comprehensive plan designation for the SFM lots is Single-Family Medium Density Residential, which has a minimum density of 6 units per acre and a maximum of 9 residential units per acre. The conversion to Multi-Family Medium Density would change the density to a minimum 9 residential units/acre to 15 units/acre, which would include a transfer of development rights. Additional units could be developed per acre if an affordable residential element is included.

The three SFM lots are a combined 2.76 acres and would yield a density of 25 units under the current zone. If the parcels were rezoned to MFM, the density potential would increase to between 39 units and 55 units depending on transfer of development rights and the number of affordable units provided.

The purpose of this rezone application is to extend the MFM zoning one parcel to the south, which would allow additional density in an area that could support it. In addition, the parcels under consideration have a great many existing mature trees, which would make the transition to the SFM zone to the south better than the current SFM/MFM boundary.

There is an historic lack of residential units in Thurston Co and all of western Washington due to a number of conditions; Lack of residential construction during the recession, high number of people moving into the county, delayed response by developers, and lack of developable sites not encumbered by critical areas, such as steep slopes, wetlands and gophers. This combination has caused a spike in rents, which has placed a tremendous burden on people trying to find safe, affordable housing.

FSH was formed as a company to develop Merritt Manor, an 82-unit affordable housing project on Martin Way in Olympia. It is one of the few wholly private-sector affordable housing projects in the state. Rents at MM are well below 60% of the Thurston Co Median Income level.

Creating additional density on these three parcels makes sense on a number of levels: The parcels are located on an arterial road that can support this density. They are across the Street from Tumwater Blvd, which accesses both north and south bound movements to I-5. The new I-5 bridge project at Tumwater Blvd provides a great deal of additional capacity and anticipates increased growth in this area. The zone across Littlerock Rd SW is MU, which has a much higher density and is more compatible with a MFM zone than the existing SFM zone. Providing additional density in this area is much more desirable than many other areas in the city and county. MFM is a medium density project and as such will have the advantage of maintaining a tremendous amount of open space and existing trees on site, resulting in a higher quality project.





**CITY OF TUMWATER**  
 555 ISRAEL RD. SW, TUMWATER, WA 98501  
 Email: cdd@ci.tumwater.wa.us  
 (360) 754-4180

**COMPREHENSIVE PLAN  
 MAP AMENDMENT  
 Application**

TUM 21- 1848 Kelly ROWD BY	DATE STAMP <b>RECEIVED</b> DEC 06 2021 CITY OF TUMWATER COMMUNITY DEVELOPMENT
-------------------------------------	---

Application fee: \$1,500.00

**APPLICANT** (please print neatly)

NAME OF APPLICANT: Fourth Street Housing, LLC  
 APPLICANT'S MAILING ADDRESS (COMPLETE): 324 West Bay Dr. Suite 214 Olympia WA 98502  
 APPLICANT'S TELEPHONE(S): 360-239-5971 APPLICANT'S E-MAIL: glennwellsarchitect@gmail.com

**PROPERTY OWNER**

NAME OF PROPERTY OWNER: Estate of Marvin Beagles  
 OWNER'S MAILING ADDRESS (COMPLETE): 7223 Littlerock Rd SW  
 OWNER'S TELEPHONE(S): 360-870-8661 (representative) OWNER'S E-MAIL: kathyholt@johnlscott.com

**CONTACT PERSON**

NAME OF CONTACT: Glenn Wells  
 CONTACT'S MAILING ADDRESS (COMPLETE): 324 West Bay Dr. suite 214 Olympia WA 98502  
 CONTACT'S TELEPHONE(S): 360-239-5971 CONTACT'S E-MAIL: glennwellsarchitect@gmail.com

**PROPERTY INFORMATION**

PROPERTY ADDRESS (COMPLETE): xx23 Littlerock Rd  
 LOCATION OF PROPERTY (COMMONLY KNOWN AS...): The three adjacent properties to the south of 7223 Littlerock Rd. SW

ASSESSOR'S PARCEL NUMBER(S): 12704430901, 02 & 03  
 SECTION / TOWNSHIP / RANGE: 04/17/2W CURRENT ZONE CLASSIFICATION: SFM sfm COMPREHENSIVE PLAN DESIGNATION: SFM

GENERAL DESCRIPTION OF PROPOSAL (ATTACH ADDITIONAL SHEETS AND DOCUMENTATION, AS NEEDED): Rezone the three parcels under cons from SFM to MFM, which matches the adjacent parcel at 7223 Littlerock Rd. See rezone narrative.

CURRENT LAND USE AND IMPROVEMENTS: Vacant

PAST LAND USE OR HISTORY: See Attached

FULL LEGAL DESCRIPTION OF SUBJECT PROPERTY (ATTACH ADDITIONAL SHEET IF NECESSARY): See Attached

CURRENT COMPREHENSIVE PLAN LANGUAGE (IF APPLICABLE):

Verbiage as stated in 2.2.3

NEW COMPREHENSIVE PLAN LANGUAGE:

Verbiage as stated in 2.2.4

EXISTING LAND USES (IF APPLICABLE):

Vacant

EXPLANATION OF NEED FOR CHANGE:

To increase density in an area that has the infrastructure to support it.

**THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING INFORMATION:**

1. A complete list of all property owners and addresses as listed on records of the Thurston County Assessor within a 300-foot radius of the external boundaries of the subject property.
2. A site plan drawing or drawings at a scale of not less than 1"=200' which shall include or show:
  - A. Site boundaries
  - B. Streets abutting the site
  - C. Proposed buildings, including dimensions, identification of types, and the number of dwelling units in each residential type
  - D. Location and dimension of all common open space
  - E. Location, dimension, and design of off-street parking facilities showing their size and locations of internal circulation and parking spaces, and points of ingress to and egress from the site
  - F. Existing buildings and indication of future use or disposition
  - G. Existing and proposed structures, indicating setback lines, including fences, culverts, bridges, roads and streets
  - H. All proposed and existing landscaping, clearly indicating type of vegetation, location of plantings, rate of growth and height maturity
  - I. All existing and proposed easements
  - J. Existing and proposed storm water drainage systems
  - K. Proposed land use and densities
  - L. The location of all loading spaces including, but not limited to, loading platforms and loading docks where trucks will load or unload

Initiated By:

\_\_\_\_ Planning Commission (Date of initiation \_\_\_\_\_).

\_\_\_\_ City Council (Date of initiation \_\_\_\_\_).

☒ Property owners as follows:

I (WE) UNDERSTAND AND AGREE WITH THE ABOVE-EXPLAINED NEED FOR THE MAP CHANGE, AND ARE CURRENT OWNERS OF THE PROPERTY WITHIN THE CITY OF TUMWATER.

AuthentisIGN  
 Lavonne Anundson 12/02/2021  
 SIGNATURE 12/2/2021 7:49:20 PM PST  
 As Personal Representative

Lavonne Anundson (personal rep)

PRINTED NAME

ADDRESS (COMPLETE):



SIGNATURE

Glenn Wells (Applicant)

PRINTED NAME

ADDRESS (COMPLETE): 324 West Bay Dr suite 214 Olympia WA 98502

SIGNATURE

PRINTED NAME

ADDRESS (COMPLETE):

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



### ASSIGNMENT OF CONTRACT

The undersigned, Monolith Holdings, LLC ("Monolith"), and Fourth Street's Housing, LLC ("Fourth Street") hereby acknowledge and agree and follows:

WHEREAS, Monolith is party as "Buyer" to the Commercial & Investment Real Estate Purchase and Sale Agreement (the "Contract") executed on or about August 28, 2021. Under the terms of the Contract, Monolith has agreed to purchase certain real property bearing Tax Parcel No(s): 12704430904, 12704430901, 12704430902 and 12704430903 in Thurston County, WA (the "Property"); and,

WHEREAS, Monolith desires to assign the Contract to Fourth Street.

Therefore, Monolith and Fourth Street agree to such assignment under the following terms and conditions:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Monolith hereby assigns all right, title and interest in, to and under the Contract to Fourth Street.
2. Fourth Street accepts such assignment and agrees to perform all of the obligations of Buyer under the Contract and to hereafter be bound by the terms of the Contract.

Executed this 28<sup>th</sup> day of September, 2021

Fourth Street's Housing, LLC

By:  Glenn Wells 09/29/2021  
9/29/2021 4:00:06 PM PDT

Title: member

Monolith Holdings, LLC

By:  Zach Kosturos 09/30/2021  
9/30/2021 9:19:16 AM PDT

Title: manager

# LITTLEROCK REZONE

## WRITTEN NARRATIVE

October 19, 2021

The rezone application applies to three parcels currently zoned SFM. They are adjacent to 7223 Littlerock Rd SW, which is currently a single-family house and zoned MFM. The MFM site and the three SFM parcels are all owned by the same entity and are being sold in one transaction. These four lots will be redeveloped into a multi-family residential project by Fourth Street Housing, LLC (FSH).

The comprehensive plan designation for the SFM lots is Single-Family Medium Density Residential, which has a minimum density of 6 units per acre and a maximum of 9 residential units per acre. The conversion to Multi-Family Medium Density would change the density to a minimum 9 residential units/acre to 15 units/acre, which would include a transfer of development rights. Additional units could be developed per acre if an affordable residential element is included.

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There is an historic lack of residential units in Thurston Co and all of western Washington due to a number of conditions; Lack of residential construction during the recession, high number of people moving into the county, delayed response by developers, and lack of developable sites not encumbered by critical areas, such as steep slopes, wetlands and gophers. This combination has caused a spike in rents, which has placed a tremendous burden on people trying to find safe, affordable housing.

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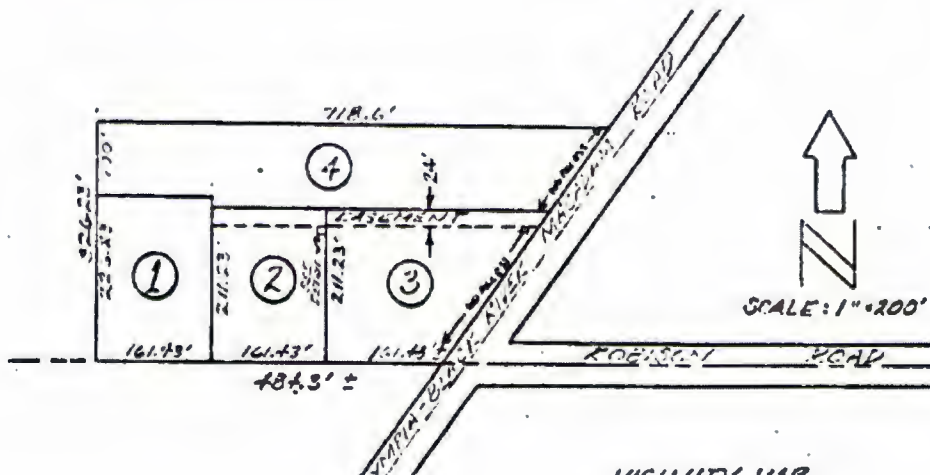
2320 Mottman Road SW, Suite 106, Tumwater, WA 98512  
(360) 688-1949 • www.mtn2coast.com

November 11, 2021

Re: Tax Parcel Descriptions



SS-0832, AFN 1036924  
Section 4, T17N, R2W, WM





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### Parcel descriptions

TPN :12704430901

Parcel 1 of Short Subdivision No. SS-0832, as recorded May 9<sup>th</sup>, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430902

Parcel 2 of Short Subdivision No. SS-0832, as recorded May 9<sup>th</sup>, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430903

Parcel 3 of Short Subdivision No. SS-0832, as recorded May 9<sup>th</sup>, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430904

Parcel 4 of Short Subdivision No. SS-0832, as recorded May 9<sup>th</sup>, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

### Parcel History

Parcel was subdivided in 1978 through the short subdivision process to create the 4 existing lots. Parcel 4 has been built on.

Parcels 1-3 remain undeveloped.





**THURSTON**  
COUNTY TITLE

THURSTON COUNTY TITLE COMPANY  
105 EAST 8<sup>TH</sup> AVE.  
OLYMPIA, WA 98501  
PHONE: (360) 943-7300  
FAX: (360) 786-931

DATE: December 6, 2021

TO: City of Tumwater

Dear Sir or Madam,

On Tuesday December 6<sup>th</sup>, 2021, Glenn Wells from Fourth Street Housing LLC contacted Thurston County Title, Co., to request ownership information and mailing labels addressed to the owners of parcels within a 300-foot radius of the following property:

**Tax Parcel Number:**

1270-44-30901

1270-44-30902

1270-44-30903

**Street Address:**

Unknown Address  
Tumwater, WA

Unknown Address  
Tumwater, WA

Unknown Address  
Tumwater, WA

The ownership information and mailing labels we provided in response to this request were compiled using data taken from the website of the Thurston County Assessor's Office. If you have any questions about the information or how it was compiled, please don't hesitate to contact our office by email at customerservice@tctitle.net, or by phone at (360) 943-7300, M-F, 8 a.m. – 5 p.m.

Kind regards,

Chris Andersen

chrisa@tctitle.net

Thurston County Title Company







**ORDINANCE NO. O2022-003**

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, related to planning under the Growth Management Act of the State of Washington and the 2022 City of Tumwater Comprehensive Plan map amendments and corresponding rezones amending the land use designation map of the Comprehensive Plan and the Zoning Map.

**WHEREAS**, the City is required to plan under the Growth Management Act, Chapter 36.70A RCW; and

**WHEREAS**, this ordinance meets the goals and requirements of the Growth Management Act; and

**WHEREAS**, the Growth Management Act, Chapter 36.70A RCW, and Tumwater Municipal Code 18.60.025(A)(2) require amendments to the City's Comprehensive Plan be considered concurrently and no more than once annually; and

**WHEREAS**, the City Council, Planning Commission, property owners, or City staff may propose amendments to the City's Comprehensive Plan map and text, and corresponding zone districts; and

**WHEREAS**, the deadline for 2022 private applications for proposed Comprehensive Plan map and text amendments and corresponding rezones was Monday, December 6, 2021; and

**WHEREAS**, Tumwater Municipal Code 18.60.025(A) establishes a process by which the preliminary docket of proposed Comprehensive Plan map and text amendments and corresponding rezones undergoes an initial review by the Planning Commission for recommendation to the City Council; and

**WHEREAS**, the City Council made a determination on which proposed Comprehensive Plan map and text amendments and corresponding rezones in the preliminary docket would be included in the final docket on March 1, 2022; and

**WHEREAS**, the Growth Management Act, Chapter 36.70A RCW, requires a process of early and continuous public participation for the proposed Comprehensive Plan map and text amendments and corresponding rezone; and

**WHEREAS**, the adoption of proposed Comprehensive Plan map and text amendments and corresponding rezones must be processed in compliance with the requirements of the State Environmental Policy Act; and



**WHEREAS**, the City Council reviewed all the evidence presented and has made findings of fact and conclusions related to the proposed Comprehensive Plan map amendments and corresponding rezones which are set forth below.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1. Findings.** For the purposes of effective land use planning, the Tumwater City Council adopts the following findings of fact:

**A. General Findings**

1. The proposed Comprehensive Plan map amendments and corresponding rezones meet the intent of and are consistent with the Growth Management Act, Chapter 36.70A RCW, County-Wide Planning Policies, and internal goals and policies of the City's Comprehensive Plan.
2. The Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property (September 2018) on takings was reviewed and utilized by the City in objectively evaluating the proposed Comprehensive Plan map amendments and corresponding rezone.
3. The proposed Comprehensive Plan map amendments and corresponding rezones have been prepared in conformance with the Public Participation and Intergovernmental Coordination Procedures contained in the City's Comprehensive Plan, which meet the Growth Management Act, Chapter 36.70A RCW, requirements for the same.
4. The City engaged the community through public briefings, worksessions, and meetings with the Planning Commission, the General Government Committee, and the City Council.
5. An Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC on August 2, 2022, and a Determination of Non-Significance was issued on August 16, 2022.
6. The ordinance was sent to the Washington State Department of Commerce on August 3, 2022 for the required 60-day review before the proposed Comprehensive Plan map amendments and corresponding rezones were adopted, in accordance with RCW 36.70A.106.
7. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 and January 25, 2022 meetings.

8. The General Government Committee discussed the Planning Commission's preliminary docket recommendation at their February 9, 2022 meeting.
9. The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting.
10. The City Council approved the preliminary docket for further review by staff at their March 1, 2022 meeting.
11. City staff completed their review of the final docket of proposed Comprehensive Plan map and text amendments and corresponding rezone.
12. The potential impacts of the proposed Comprehensive Plan map amendments and corresponding rezones have been considered together and they do not create any inconsistencies when evaluated together.
13. The property owners within 300 feet of the proposed Comprehensive Plan map amendment areas were notified on July 27, 2022 by letter of the proposed amendments and the proposed public meeting schedule.
14. The Planning Commission received a briefing on the final docket of the proposed Comprehensive Plan map and text amendments and corresponding rezones on August 9, 2022 and discussed the proposed amendments at worksessions on August 23, 2022 and September 13, 2022.
15. A Notice of Public Hearing for the Planning Commission public hearing was issued on September 16, 2022. The notice was posted in the subject areas, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*. The letters notifying all property owners within 300 feet of the exterior boundaries of the map amendment areas of the public hearing was sent out on September 16, 2022.
16. The Planning Commission held a public hearing for the Comprehensive Plan map amendments and corresponding rezones on September 27, 2022.
17. Following a public hearing and deliberations on September 27, 2022, the Planning Commission recommended approval of the proposed Comprehensive Plan map amendments and corresponding rezones to the City Council.

18. The City Council's General Government Committee reviewed the proposed Comprehensive Plan map amendments and corresponding rezones in a briefing on October 12, 2022.
19. The City Council discussed the proposed Comprehensive Plan map amendments and corresponding rezones in a worksession on October 25, 2022.
20. On November 15, 2022, the City Council held the public meeting to consider the 2022 Comprehensive Plan map amendments and corresponding rezone.
21. The proposed Comprehensive Plan map amendments and corresponding rezones will be submitted to the Washington State Department of Commerce ten days after final adoption, pursuant to RCW 36.70A.106.
22. Any Conclusion herein, which may be deemed a Finding, is hereby adopted as such.

## **B. Findings – Comprehensive Plan Land Use Map and Zoning Map**

### **Wells Littlerock – Comprehensive Plan Map Amendment and Corresponding Rezone**

1. The applicant filed timely applications for a Comprehensive Plan map amendment and corresponding rezone on November 17, 2021 for the 2.76-acre property located to the south of 7223 Littlerock Road SW (Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903) (Permit Numbers TUM-21-1804 and TUM-21-1848). The applications would change the Single Family Medium Density Residential (SFM) Comprehensive Plan map designation to Multi-Family Medium Density Residential (MFM) Comprehensive Plan map designation and the Single Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM) zone district.
2. Staff sent out a letter of completeness for the applications (Permit Numbers TUM-21-1804 and TUM-21-1848) on December 10, 2021.
3. During the preliminary docket review, the City Council, Planning Commission, and staff supported further review of the proposed amendment.
4. Approval of the amendment would result in Comprehensive Plan map amendments of the property from the Single Family Medium Density Residential (SFM) Comprehensive Plan map designation to Multi-Family Medium Density Residential (MFM) Comprehensive Plan map designation, and a corresponding rezone from the Single Family Medium Density

Residential (SFM) to Multifamily Medium Density Residential (MFM) zone district.

5. The subject property is currently vacant.
6. The Comprehensive Plan map designations of the properties surrounding the amendment area are Multi-Family Medium Density Residential (MFM) to the north, Mixed Use (MU) to east, and Single Family Medium Density (SFM) to the west and south.
7. The zone districts of the properties surrounding the amendment area are Multifamily Medium Density Residential (MFM) to the north, Mixed Use (MU) to east, and Single-Family Medium Density (SFM) to the west and south.
8. Single-family dwellings are to the north and west.
9. A residential subdivision is under construction to the south.
10. Littlerock Road SW and 73<sup>rd</sup> Avenue SW are to the east.
11. The proposed Comprehensive Plan map amendment and corresponding rezone are in accordance with the City of Tumwater's annual Comprehensive Plan amendment process, as required by Chapter 36.70A RCW.
12. The proposed Comprehensive Plan map amendment and corresponding rezone meet the fourteen goals of the Washington State Growth Management Act.
13. The proposed Comprehensive Plan map amendment and corresponding rezone for the subject area are internally consistent with the City of Tumwater Comprehensive Plan, including the Housing and Land Use Elements. The City of Tumwater Comprehensive Plan is consistent with County-wide Planning Policies.
14. Conditions in the area have changed to the degree that it is in the public interest to support the amendments to the Comprehensive Plan map and zone district.

### **C. Findings – Comprehensive Plan Land Use Map and Zoning Map**

#### **Triangle West of the Dennis Street SW and Linderson Way SW Intersection – Comprehensive Plan Map Amendment and Corresponding Rezone**

1. The City is proposing a Comprehensive Plan map amendment and corresponding rezone for the northern approximately 0.30-acre portion of a

5.73 acre property located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW (Portion of Parcel Numbers 1270-32-40303). The amendment would change the Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) Comprehensive Plan map designation and the Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH) zone district.

2. During the preliminary docket review, the City Council, Planning Commission, and staff supported further review of the proposed amendment.
3. Approval of the amendment would result in Comprehensive Plan map amendments of the property from the Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) Comprehensive Plan map designation, and a corresponding rezone from the Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH) zone district.
4. The subject property is currently vacant.
5. The Comprehensive Plan map designations of the properties surrounding the amendment area are Interstate 5 to the north and west, Single Family Medium Density Residential (SFM) to the east, and Multi-Family High Density Residential (MFH) to the south.
6. The zone districts of the properties surrounding the amendment area are Interstate 5 to the north and west, Single-Family Medium Density Residential (SFM) to the east, and Multifamily High Density Residential (MFH) to the south.
7. Linderson Way SW and single-family dwellings are to the east.
8. A multifamily development is to the south.
9. Interstate 5 is to the north and west.
10. The proposed Comprehensive Plan map amendment and corresponding rezone are in accordance with the City of Tumwater's annual Comprehensive Plan amendment process, as required by Chapter 36.70A RCW.
11. The proposed Comprehensive Plan map amendment and corresponding rezone meet the fourteen goals of the Washington State Growth Management Act.

12. The proposed Comprehensive Plan map amendment and corresponding rezone for the subject area are internally consistent with the City of Tumwater Comprehensive Plan, including the Housing and Land Use Elements. The City of Tumwater Comprehensive Plan is consistent with County-wide Planning Policies.
13. Conditions in the area have changed to the degree that it is in the public interest to support the amendments to the Comprehensive Plan map and zone district.

**Section 2. Conclusions.** For the purposes of effective land use planning, the Tumwater City Council makes the following conclusions:

#### **A. General Conclusions**

1. Based on its review of the requirements of Chapter 36.70A RCW, the analysis and proposed revisions prepared by City staff, and the public comments received, the City Council finds and declares that the Comprehensive Plan map amendments and corresponding rezones have been prepared in conformance with applicable law. This includes Chapter 36.70A RCW, Chapter 43.21C RCW, and the City of Tumwater Public Participation and Intergovernmental Coordination Procedures.
2. Based on its review of the requirements of Chapter 36.70A RCW, the analysis and proposed revisions prepared by City staff, the proposed revisions forwarded by the Planning Commission, and the public comments received, the City Council accepts the Comprehensive Plan map amendments, and corresponding rezones. The City Council hereby finds and declares that the Comprehensive Plan map amendments and corresponding rezones comply with the requirements of Chapter 36.70A RCW.
3. Any Finding herein, which may be deemed a Conclusion, is hereby adopted as such.

#### **B. Conclusions – Comprehensive Plan Land Use Map and Zoning Map**

##### **Wells Littlerock – Comprehensive Plan Map Amendment and Corresponding Rezone**

Consistent with the aforementioned findings, the properties located south of 7223 Littlerock Road SW (Thurston County Assessor Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903) are to be re-designated from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM) the Comprehensive Plan map designation of the parcels and rezoned from



Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM) as shown in Exhibit “A-1”, Exhibit “A-2”, and Exhibit “A-3”.

### **C. Conclusions – Comprehensive Plan Land Use Map and Zoning Map**

#### **Triangle West of the Dennis Street SW and Linderson Way SW Intersection – Comprehensive Plan Map Amendment and Corresponding Rezone**

Consistent with the aforementioned findings, the northern approximately 0.30-acre portion of a 5.73 acre property located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW (A portion of Parcel Number 1270-32-40303) are to be re-designated from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) the Comprehensive Plan map designation of the parcels and rezoned from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH) as shown in Exhibit “B-1”, Exhibit “B-2”, Exhibit “B-3”, and Exhibit “B-4”.

**Section 3. Wells Littlerock – Comprehensive Plan Map Amendment and Corresponding Rezone.** The City-Wide Land Use Map in the City of Tumwater Comprehensive Plan (Exhibit “A-1”), the Littlerock Neighborhood Future Land Use Map (Exhibit “A-2”), and the City of Tumwater City-Wide Zoning Map (Exhibit “A-3”) are hereby amended as shown in Exhibits “A-1”, “A-2”, and “A-3” attached hereto.

Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903 are hereby re-designated from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM) and rezoned from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM).

**Section 4. Triangle West of the Dennis Street SW and Linderson Way SW Intersection – Comprehensive Plan Map Amendment and Corresponding Rezone.** The City-Wide Land Use Map in the City of Tumwater Comprehensive Plan (Exhibit “B-1”), the New Market Neighborhood Future Land Use Map (Exhibit “B-2”), SE Capitol Boulevard Neighborhood Future Land Use Map (Exhibit “B-3”), and the City of Tumwater City-Wide Zoning Map (Exhibit “B-4”) are hereby amended as shown in Exhibits “B-1”, “B-2”, “B-3”, and “B-4” attached hereto.

A portion of Parcel Number 1270-32-40303 is hereby re-designated from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) and rezoned from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH).

**Section 5. Corrections.** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 6. Ratification.** Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

**Section 7. Severability.** The provisions of this ordinance are declared 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 the ordinance, or the validity of its application to other persons or circumstances.

**Section 9. Effective Date.** This ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

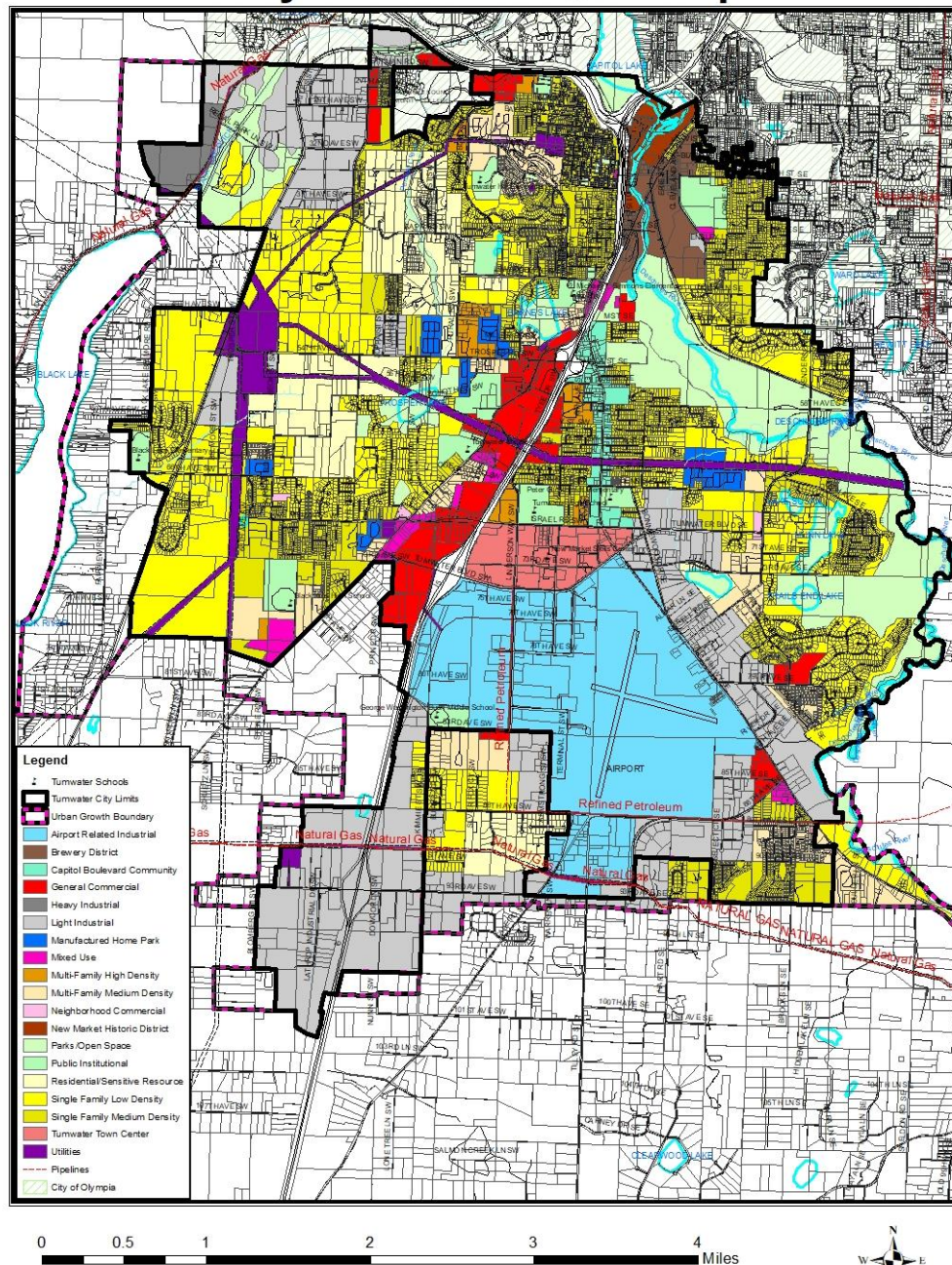
\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Published:\_\_\_\_\_

Effective Date:\_\_\_\_\_

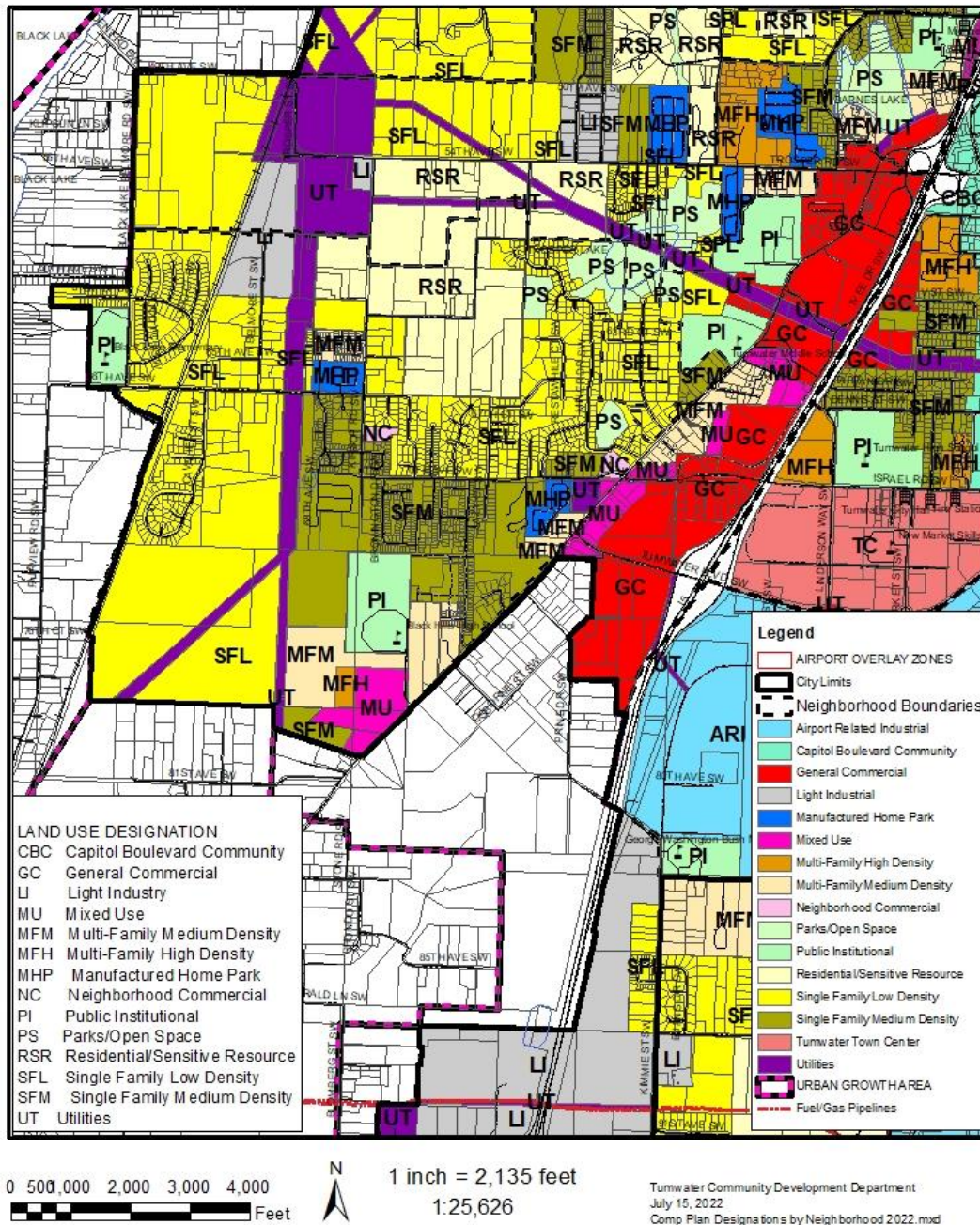
*Exhibit "A-1"***Wells Littlerock Amendment to the City of Tumwater Comprehensive Plan  
City-Wide Land Use Map****City of Tumwater  
City-Wide Land Use Map**

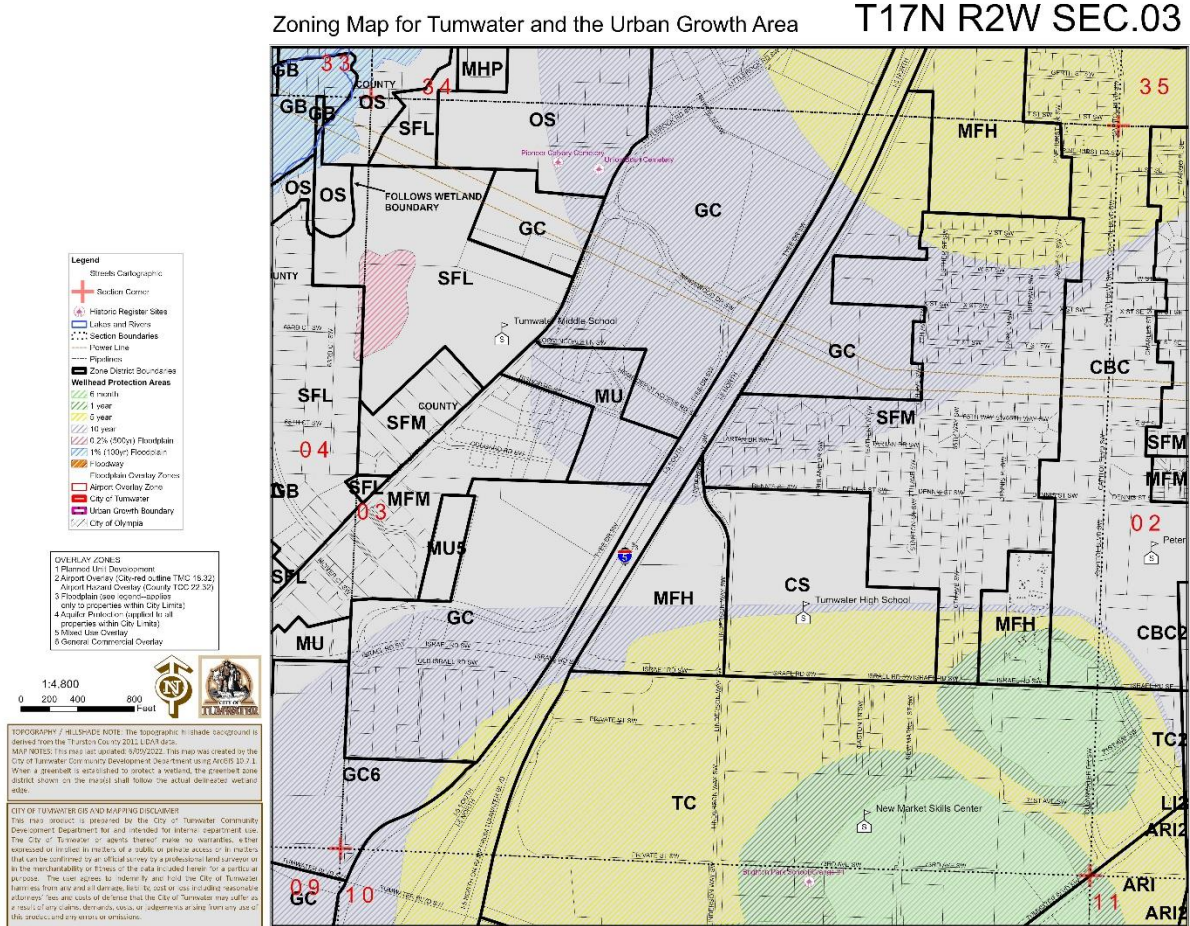


*Exhibit "A-2"*

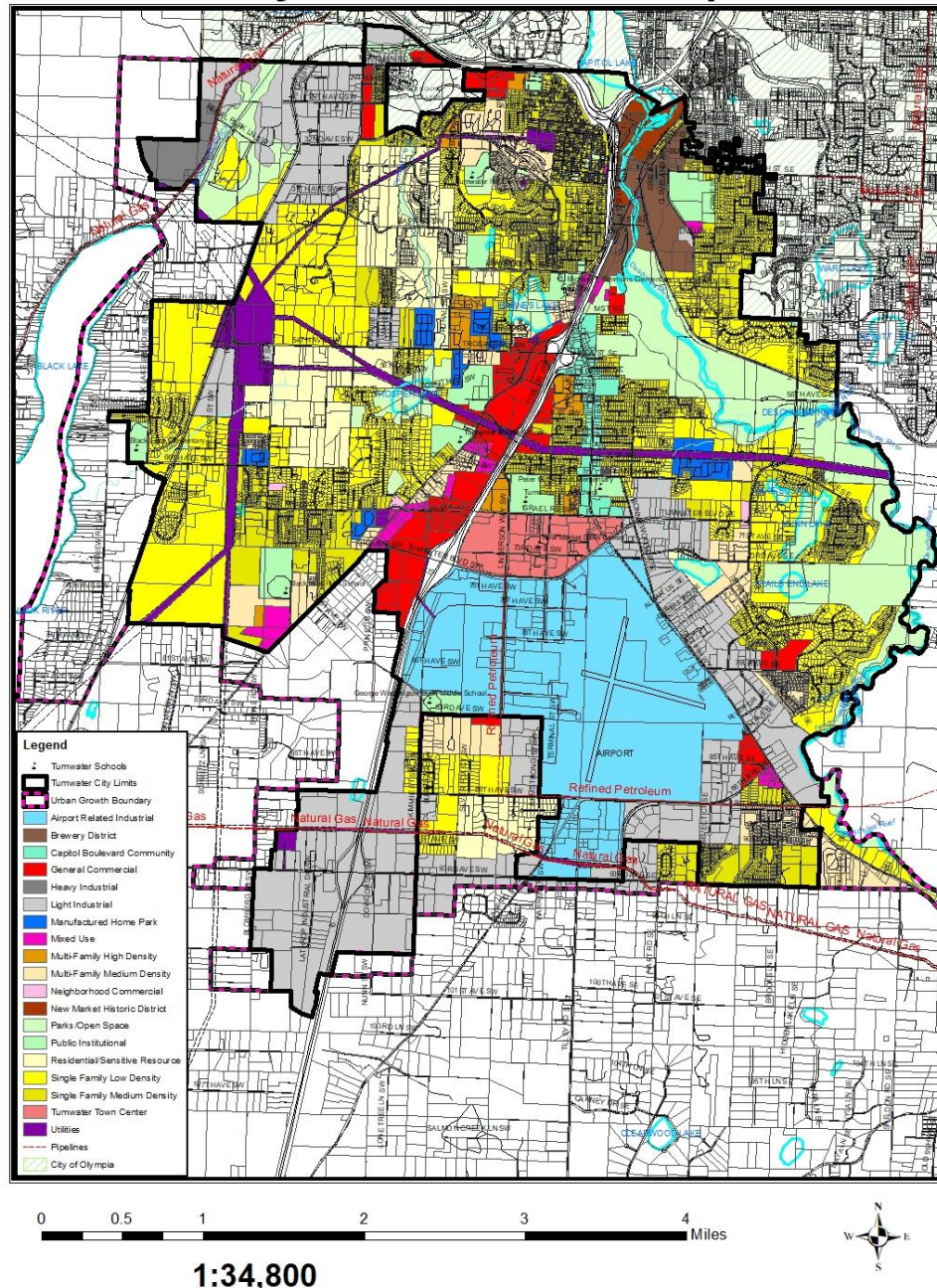
***Wells Littlerock Amendment to the City of Tumwater Comprehensive Plan  
Littlerock Neighborhood Future Land Use Map***

## Littlerock Neighborhood Future Land Use



*Exhibit "A-3"**Wells Littlerock Amendment to the City of Tumwater City-Wide Zoning Map*



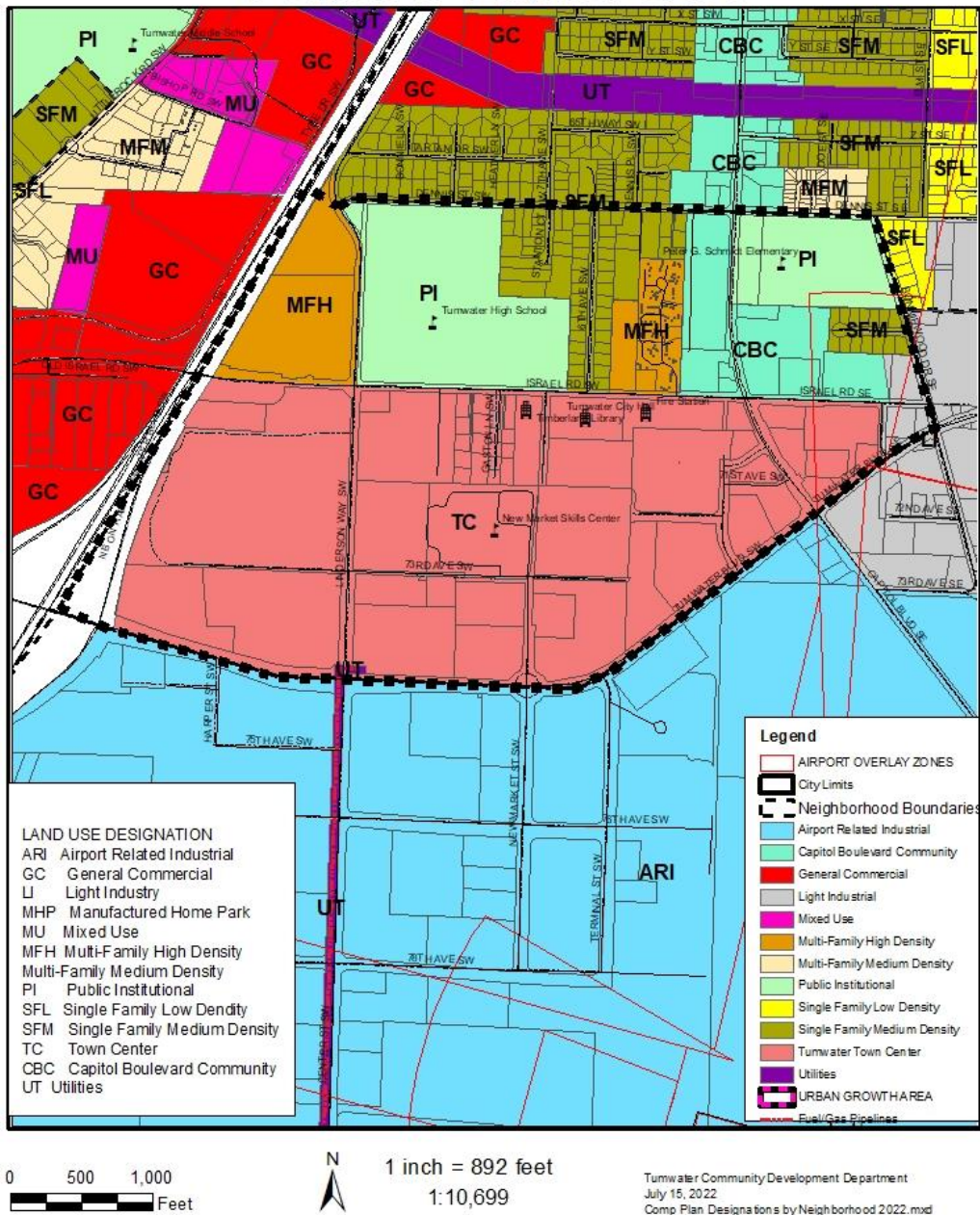
*Exhibit "B-1"****Triangle West of the Dennis Street SW and Linderson Way SW Intersection  
Amendment to the City of Tumwater Comprehensive Plan City-Wide  
Land Use Map*****City of Tumwater  
City-Wide Land Use Map**



*Exhibit "B-2"*

***Triangle West of the Dennis Street SW and Linderson Way SW Intersection  
Amendment to the City of Tumwater Comprehensive Plan New Market  
Neighborhood Future Land Use Map***

## New Market Neighborhood Future Land Use



*Exhibit "B-3"*

***Triangle West of the Dennis Street SW and Linderson Way SW Intersection  
Amendment to the City of Tumwater Comprehensive Plan SE Capitol  
Boulevard Neighborhood Future Land Use Map***

## SE Capitol Boulevard Neighborhood Future Land Use

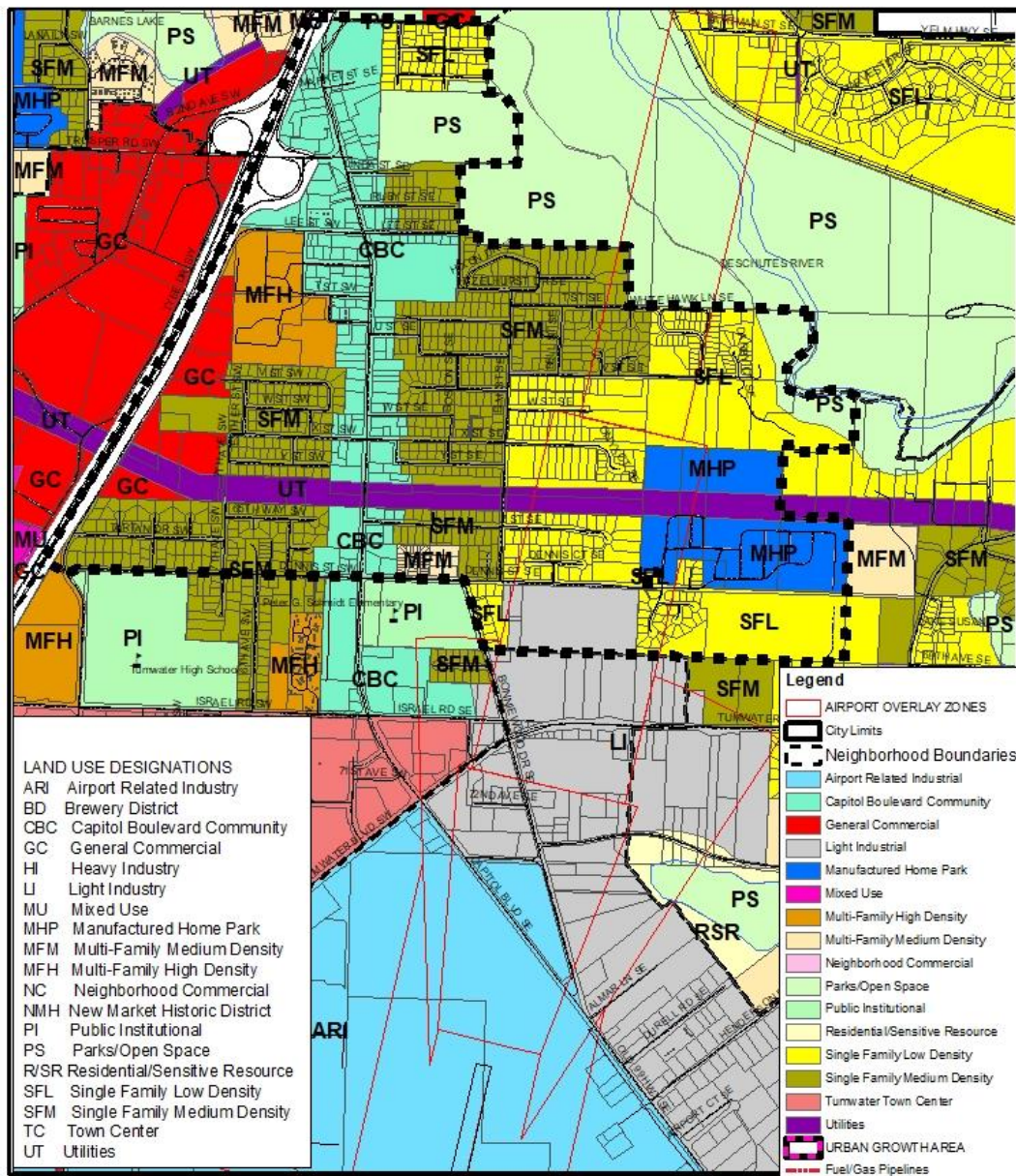
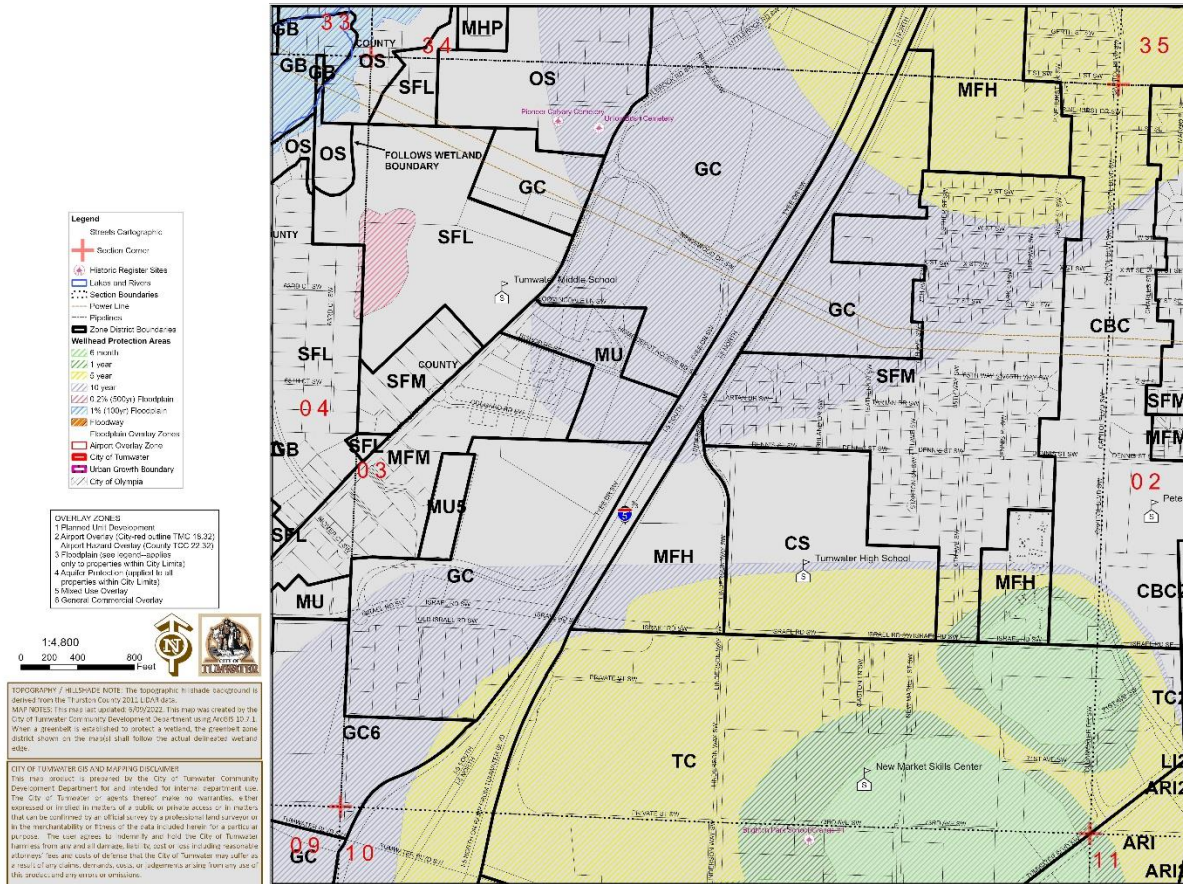




Exhibit "B-4"***Triangle West of the Dennis Street SW and Linderson Way SW Intersection  
Amendment to the City of Tumwater City-Wide Zoning Map***

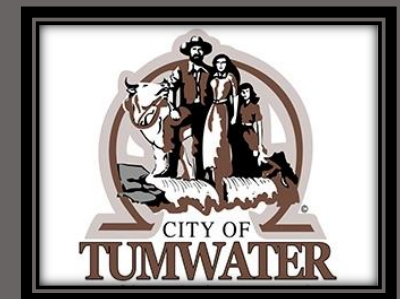
Zoning Map for Tumwater and the Urban Growth Area T17N R2W SEC.03



# 2022 Comprehensive Plan Map & Text Amendments and Associated Rezones

## Final Docket – O2022-033

October 12, 2022  
General Government Committee Briefing



# 2022 Proposed Amendments

1. One private map amendment and associated rezone
2. Three City sponsored text amendments
3. One City sponsored map amendment and associated rezone

# 2022 Private Amendment

## **Proposed Private Map Amendment and associated rezone:**

1. Wells Littlerock Comprehensive Plan Land Use Map Amendment (TUM-21-1848) and Corresponding Rezone (TUM-21-1804)



# 1. Wells Littlerock

<b>Proponent:</b>	Glenn Wells
<b>Owner:</b>	Marvin L. Beagles
<b>Location:</b>	Three adjacent parcels located to the south of 7223 Littlerock Road SW
<b>Parcel Numbers:</b>	1270-44-30901, 1270-44-30902, and 1270-44-30903
<b>Area Size:</b>	2.76 Acres
<b>Current Use:</b>	Vacant

# 1. Amendment Summary

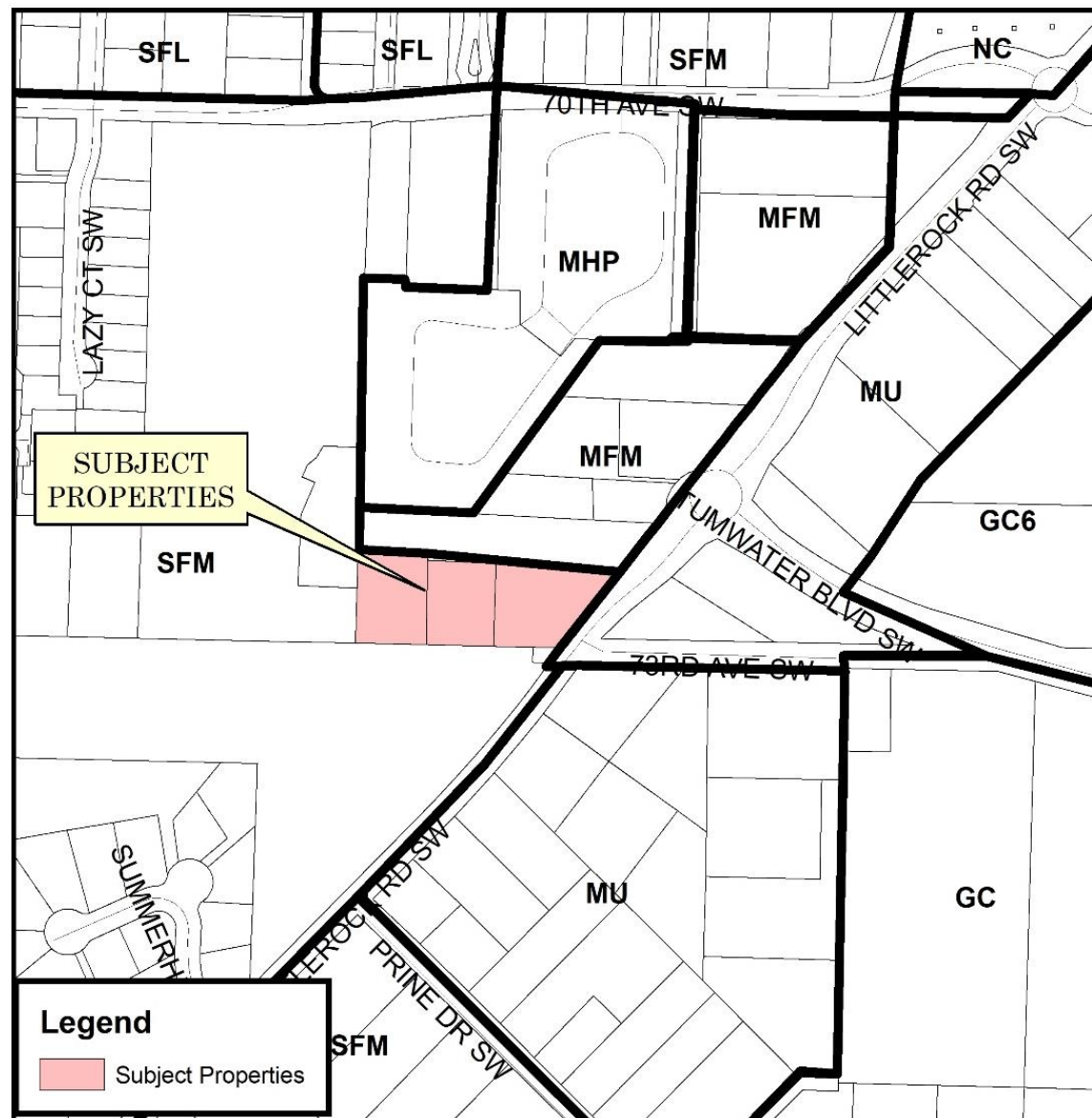
**Current Comprehensive Plan map designation and zone district:**

- Single Family Medium Density Residential (SFM)

**Proposed Comprehensive Plan map designation and zone district:**

- Multi-Family Medium Density Residential (MFM)

# 1. Map of Amendment Area





# 1. Map of Amendment Area



# 2022 Text Amendments

2. Neighborhood Character
3. Thurston Climate Mitigation Plan – Update greenhouse gas emission (GHG) targets
4. Essential Public Facilities Amendments

## 2. Neighborhood Character

Review Comprehensive Plan Housing and Land Use Elements to determine if there are amendments needed to address “neighborhood character”



## 2. Neighborhood Character

- The Planning Commission reviewed the Comprehensive Plan Housing and Land Use Elements and recommended no amendments to address this issue in 2022
- The Planning Commission recommended that amendments to address this issue be included as part of the larger 2022-25 review and update of the Comprehensive Plan

# 3. GHG Targets

Review Comprehensive Plan Conservation and Land Use Elements and determine if there are amendments needed to address HB 2311

# 3. GHG Targets

- The Planning Commission reviewed and recommended no amendments to address the requirements of HB 2311 in 2022
- The Planning Commission recommended that amendments to address HB 2311 be included as part of the larger 2022-25 review and update of the Comprehensive Plan that address climate change

## 4. Essential Public Facilities

Review the Comprehensive Plan Land Use Element and determine if there are amendments needed to address essential public facilities, including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities

## 4. Essential Public Facilities

- The Planning Commission reviewed and recommended no amendments to address essential public facilities in 2022
- The Planning Commission recommended that amendments to address essential public facilities be included as part of the larger 2022-25 review and update of the Comprehensive Plan

# 5. Dennis/Linderson Triangle

<b>Proponent:</b>	City of Tumwater
<b>Location:</b>	6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW
<b>Parcel Numbers:</b>	Portion of 1270-32-40303
<b>Area Size:</b>	Portion of 5.73 Acres
<b>Current Use:</b>	Vacant



# 5. Amendment Summary

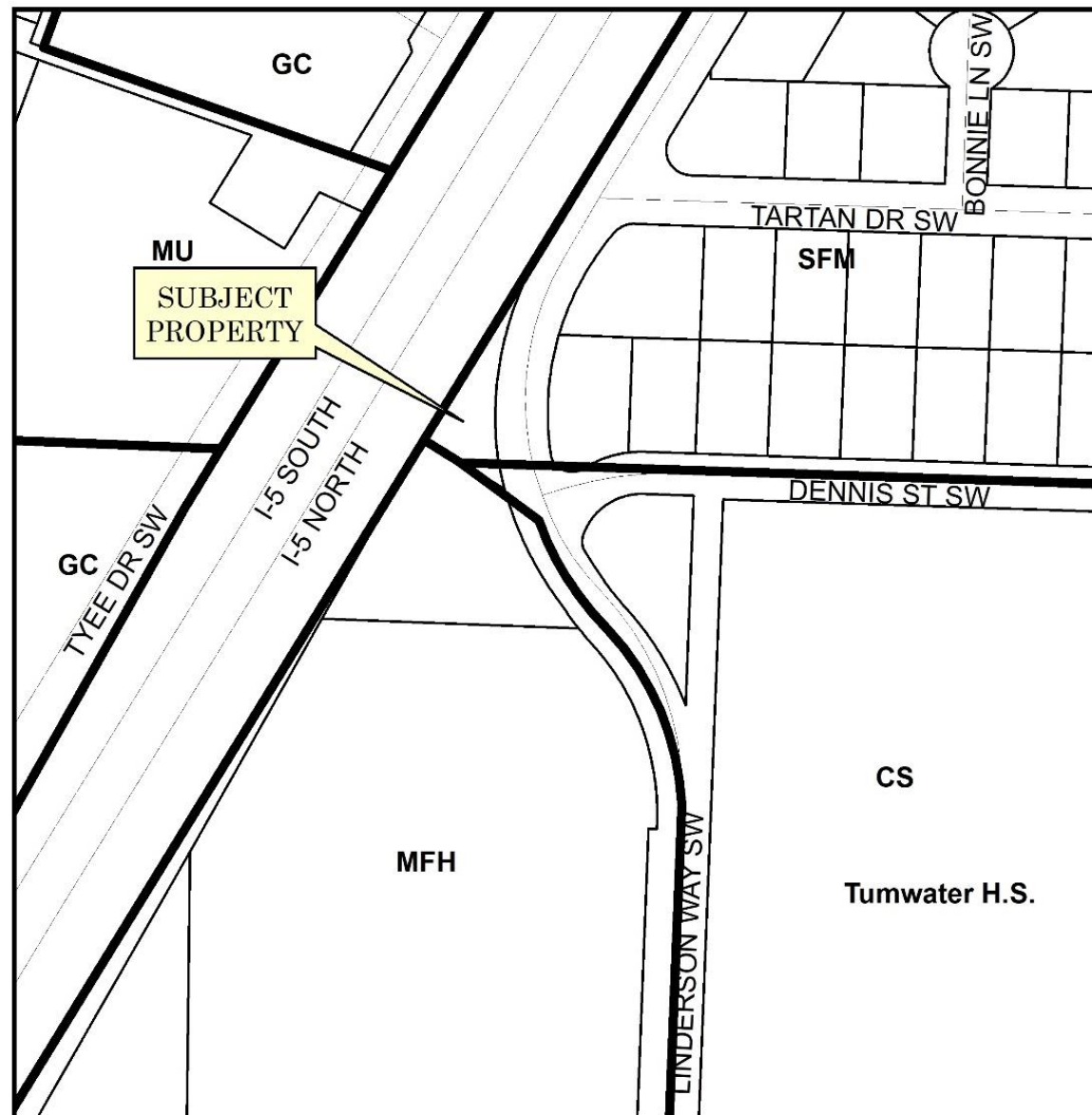
**Current Comprehensive Plan map designation and zone district:**

- Single Family Medium Density Residential (SFM)

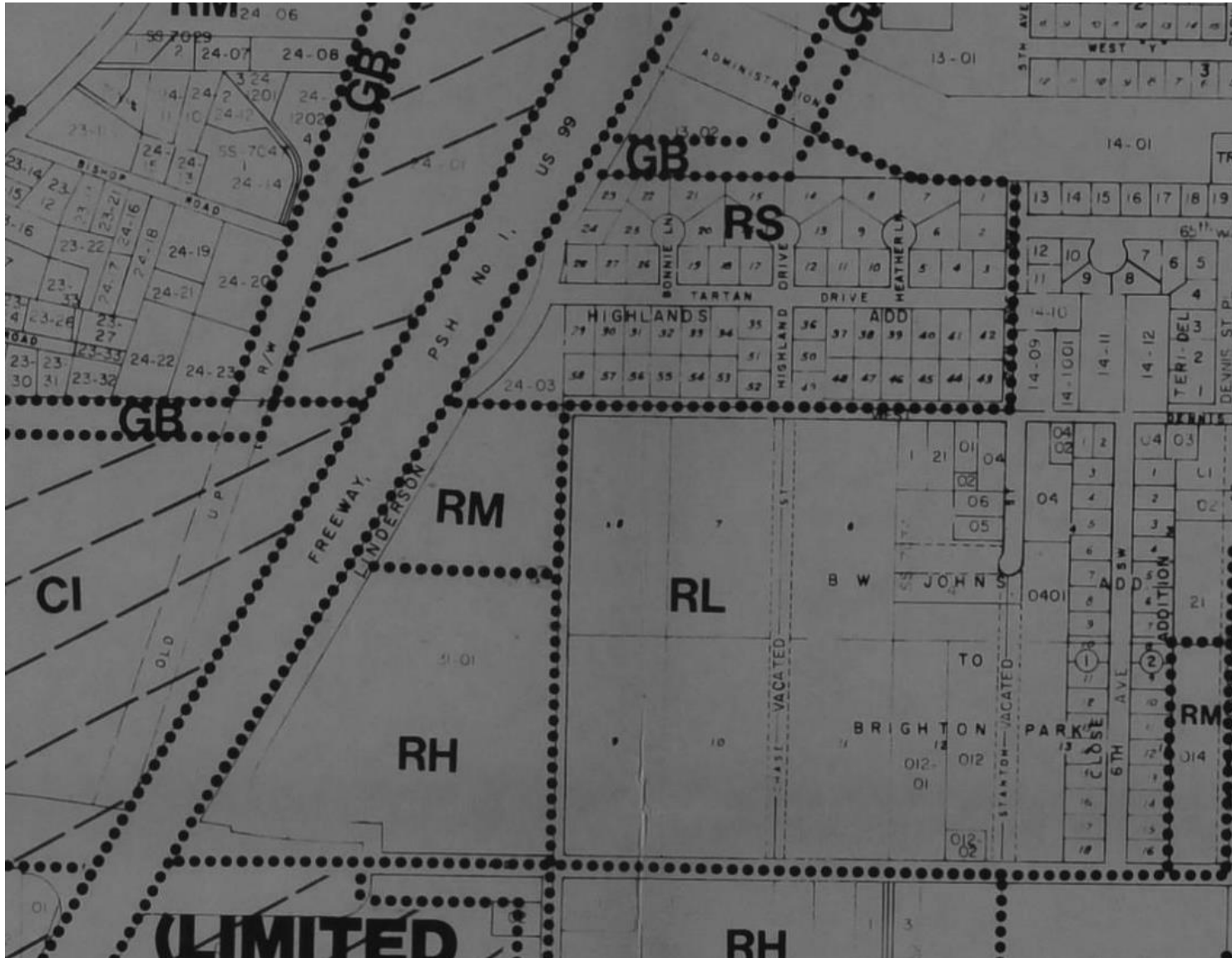
**Proposed Comprehensive Plan map designation and zone district:**

- Multifamily High Density Residential (MFH)

# 5. Map of Amendment Area



# 5. Map of Amendment Area





# 5. Map of Amendment Area



# Final Recommendation

1. After a public hearing, the Planning Commission recommended that the City Council approve the two proposed Comprehensive Plan map amendments and corresponding rezones by Ordinance No. O2022-003

# Final Recommendation

2. In addition, the Planning Commission recommended to the City Council that the three proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character, updates related to the Thurston Climate Mitigation Plan and Essential Public Facilities be incorporated into the 2022-25 ten-year Comprehensive Plan Update



# Next Steps

## **Proposed Final Docket Review and Approval Process:**

- October 25, 2022 – City Council worksession
- November 15, 2022 – City Council consideration

TO: General Government Committee  
 FROM: Brad Medrud, Planning Manager  
 DATE: October 12, 2022  
 SUBJECT: Ordinance O2022-010 - Tumwater Housing Action Plan – Unfair Housing Practices

---

1) Recommended Action:

Conduct a briefing on Ordinance No. O2022-010 and schedule a worksession with the City Council.

---

2) Background:

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues. As part of that process, the City has been reviewing tenant protections to look for ways to make it easier for people in the City who rent to access housing and stay housed.

In September 2021, the City Council adopted the Tumwater Housing Action Plan, which will inform the City's Comprehensive Plan policies and development regulations and guide implementation strategies to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions that the City could undertake alone or on a regional basis to address tenant protection. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

- 1) Two ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*.
- 2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations and to consider using the program in the future for regular inspections of rental units;
- 3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services; and

Ordinance Nos. O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code* address tenant protections in Title 5 *Business Taxes, Licenses and Regulations* and they are being considered at the same time. Ordinance Nos. O2022-010 *Unfair Housing Practices* contains minor amendments to TMC 5.70 *Unfair Housing Practices*, while Ordinance No. O2022-012 *Rental Housing Code* adds a new chapter entitled Chapter 5.75 *Rental Housing Code*.

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3) Policy Support:

Housing Element Goal H-3: To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.

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4) Alternatives:

- ☐ Modify and recommend the City Council approve Ordinance No. O2022-010
- ☐ Recommend the City Council reject Ordinance No. O2022-010

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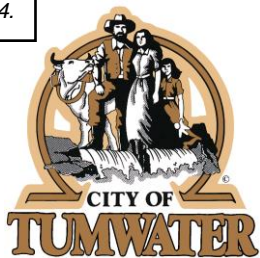
5) Fiscal Notes:

This is an internally funded work program task.

---

6) Attachments:

- A. Staff Report
- B. Ordinance No. O2022-010



City Hall  
555 Israel Road SW  
Tumwater, WA 98501-6515  
Phone: 360-754-5855  
Fax: 360-754-4138

## Memorandum

Date: October 12, 2022

To: General Government Committee

From: Brad Medrud, Planning Manager

Subject: Tumwater Housing Action Plan –Tenant Protections – Ordinances No. O2022-010  
*Unfair Housing Practices* and O2022-012 *Rental Housing Code*

---

### I. Issue

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues.

As part of this work, the City reviewed actions and measures to take to support tenant protections as a way to make it easier for City residents who rent to access housing and stay housed.

In September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which informs the City's Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions to address tenant protections that the City could undertake alone or on a regional basis. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

- 1) Ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*;
- 2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations with the potential of using the program in the future for regular inspections of rental units; and
- 3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services.

This memorandum discusses the two ordinances that address tenant protections in Title 5 *Business Taxes, Licenses and Regulations* (O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*).

The General Government Committee will receive a briefing on the ordinances on October 12, 2022. The two ordinances are scheduled for a City Council worksession on November 7, 2022 with City Council consideration to follow on December 6, 2022.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022.

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**II. Background**

In the spring of 2022, staff integrated *Tumwater Housing Action Plan* actions and City work group measures for City Council consideration in a suggested order of priority items to address the Action #9 in Resolution No. R2018-016.

The priority item list included actions and potential measures amendments to the Tumwater Municipal Code as well as actions and potential measures addressed through education and communication efforts led by the City. For most of the actions and potential measures, staff recommended that the City Council discuss developing a communications strategy to let landlords and tenants know what the City is doing, a schedule for staff to develop and run the programs, and funding through the 2023-24 biennial budgeting process for staffing and other costs.

As part of the communications strategy for the adoption of such actions and potential measures, staff suggested that there should be conversations with tenants, housing advocates, such as

Together! and Homes First, and property owners, landlords, and real estate management companies, to review and provide comment on the implementation of the actions and potential measures considered. The updated draft list of actions and potential measures could also be sent to housing staff at Thurston County and the cities of Lacey and Olympia to get their thoughts and to renew suggestions for regional action.

### III. Actions by Other Jurisdictions

Staff reviewed tenant protections actions taken by five other Washington state cities and included some thoughts in the discussion below. Regulations and other materials can be found in the staff report appendices or included in the discussion packet.

- City of Olympia – A summary of the City of Olympia’s 2022 amendment to OMC 5.82 of the code can be found in Appendix 1.
- City of Auburn – A summary of the City of Auburn’s tenant protection related ordinances can be found in Appendix 2 and its Rental Housing Policy (ACC 5.23) can be found in Appendix 3.
- City of Burien – The City of Burien’s Rental Housing Code (BMC 5.63) can be found in Appendix 4.
- City of Kenmore – The City of Kenmore’s Notice of Rent Increase (KMC 8.55) can be found in Appendix 5.
- City of Tacoma – The City of Tacoma’s Rental Housing Code (TMC 1.95) can be found in Appendix 6. In addition, the City of Tacoma’s Rental Housing Code Information page is a good source of information:

<https://www.cityoftacoma.org/cms/one.aspx?pageId=163295>.

### IV. Addressing Proposed Tenant Protections

The following are the *Tumwater Housing Action Plan* action and City work group measures that are addressed by the two tenant protection ordinances (O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*). Under each of the measures, there is a discussion of the applicable sections of Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)* and sections of applicable regulations from other jurisdictions, followed by the proposed City code language.

Some of the *Tumwater Housing Action Plan* actions and City work group measures would involve registration of property owners providing rental units as a first step to gather information on number of units and contacts for education and updates on City programs. Such a list will be needed to make existing and proposed regulations effective.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022



***Action 2.e. Identify and implement appropriate tenant protections that improve household stability.***

- Such tenant protections could include code amendments as part of a new “Rental Housing Code” chapter in TMC Title 5 *Business Taxes, Licenses and Regulations* (Ordinance No. O2022-012 *Rental Housing Code*) that would address the following:

***Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants***Notes

- City would need to develop set of standard required information
- Intended result would be better landlord and tenant education
- Best if cross jurisdictional

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.060(12)(a)** touches on this with respect to the landlord’s duties to provide written notice disclosing fire safety and protection. It reads as follows:

*(12)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW **43.44.110**. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW **43.44.110**(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:*

*(i) Whether the smoke detection device is hard-wired or battery operated;*

*(ii) Whether the building has a fire sprinkler system;*

*(iii) Whether the building has a fire alarm system;*

*(iv) Whether the building has a smoking policy, and what that policy is;*

*(v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;*

*(vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and*

*(vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.*

*(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.*

*(c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;*

**RCW 59.18.060(13)** discusses DOH information that landlord is required to provide. It reads as follows:

*(13) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's website or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.030 *Distribution of information required.*
- City of Burien – BMC 5.63.030 *Distribution of information required.*
- City of Tacoma – TMC 1.95.030 *Distribution of information required.*

Proposed City Code Language

**5.75.030 Distribution of information required.**

**A. Distribution of resources by landlord.**

1. *At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tumwater informational website address designated by the City for the purpose of providing housing related information, including rights and responsibilities to tenants.*
2. *In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the housing related information, including rights and responsibilities to tenants that can be found on the website identified above.*

**B. Distribution of information packets by landlord.**

1. *The Director shall obtain and update as necessary, summaries of the Unfair Housing Practices chapter (TMC 5.70), the Rental Housing Code chapter (TMC 5.75), the state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.*
2. *A landlord shall provide a copy of the summaries prepared by the Director to every tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.*
3. *Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.*
4. *For existing tenants, landlords shall distribute copies of the summaries to existing tenants within thirty (30) days after the summaries are made available by the City.*
5. *The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting the tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City on an annual basis and when the City*

*updates its housing regulations, which may be in electronic form unless a tenant otherwise requests written summaries.*

*6. The packet prepared by the Director is informational only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.*

*C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.*

**Measure 3: *Require that deposits, as well as recurring and one time fees be in written agreements***

Notes

- Required in RLTA (RCW 59.18.260) for deposits or securities for leases one year and longer
- RCW 59.18.280-285 addresses the requirement for deposits and fees to be in writing
- It is unclear if recurring fees are included and this might be an area the City would want to address specifically

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.260** reads as follows:

*If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify. No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed*

*and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises. The tenant has the right to request one free replacement copy of the written checklist. If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280.*

**RCW 59.18.065** requires that:

*...when there is a written rental agreement for the premises, the landlord shall provide an executed copy to each tenant who signs the rental agreement. The tenant may request one free replacement copy during tenancy.*

**RCW 59.18.285** addresses nonrefundable fees as follows:

*No moneys paid to the landlord which are nonrefundable may be designated as a deposit or as part of any deposit. If any moneys are paid to the landlord as a nonrefundable fee, the rental agreement shall be in writing and shall clearly specify that the fee is nonrefundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as nonrefundable fees. If the written rental agreement fails to specify that the fee is nonrefundable, the fee must be treated as a refundable deposit under RCW 59.18.260, 59.18.270, and 59.18.280.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted.*
- City of Burien – BMC 5.63.040 *Deposit requirements and installment payments permitted.*
- City of Olympia – Proposed OMC 5.832.050 *Pet Damage Deposits* and proposed OMC 5.832.050 *Limits to Move in Fees.*
- City of Tacoma – TMC 1.95.040 *Deposit requirements and installment payments permitted.*

Proposed City Code Language**5.75.050 Notice of recurring fees.**

*Recurring fees that are not deposits addressed by RCW 59.18.280, RCW 59.18.283, and RCW 59.18.285 shall be included in the written rental agreement. If any moneys are paid to the landlord as a recurring fee and non-refundable, the rental agreement shall be in writing and shall clearly specify that the fee is recurring and non-refundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as recurring fees and non-refundable. If the written rental agreement fails to specify that the fee is non-refundable, the fee must be treated as a refundable deposit under RCW 59.18.260, RCW 59.18.270, and RCW 59.18.280.*

**Measure 4: Make landlord failure to comply a renter defense to eviction and the landlord subject to liability and penalties**

Notes

- Right to counsel for indigent tenants per RCW 59.18.640
- City would need to provide education packet and require information
- Civil penalties would likely be available a deterrent
- Would likely be applicable only if a court case is filed
- RCW 59.18.240 addresses retaliation by landlord and the City would probably want to have a similar Tumwater specific provision

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

Not sure if this is of interest here, but RCW **59.18.090** addresses landlord's failure to remedy defective condition – tenant's choice of actions:

*If, after receipt of written notice, and expiration of the applicable period of time, as provided in RCW **59.18.070**, the landlord fails to remedy the defective condition within a reasonable time the tenant may:*

*(1) Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case he or she shall be discharged from payment of rent for any period following the quitting date, and shall be entitled to a pro rata refund of any prepaid rent, and shall receive a full and specific*



*statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW **59.18.280**;*

*(2) Bring an action in an appropriate court, or at arbitration if so agreed, for any remedy provided under this chapter or otherwise provided by law; or*

*(3) Pursue other remedies available under this chapter.*

You may also want to review **RCWs 59.18.100 and 59.18.110**. They address other Landlord failures to carry out duties, but may not necessarily be specific to what was discussed in the meeting.

**RCW 59.18.240** discusses prohibited reprisals or retaliatory actions by landlord:

*So long as the tenant is in compliance with this chapter, the landlord shall not take or threaten to take reprisals or retaliatory action against the tenant because of any good faith and lawful:*

*(1) Complaints or reports by the tenant to a governmental authority concerning the failure of the landlord to substantially comply with any code, statute, ordinance, or regulation governing the maintenance or operation of the premises, if such condition may endanger or impair the health or safety of the tenant; or*

*(2) Assertions or enforcement by the tenant of his or her rights and remedies under this chapter.*

*"Reprisal or retaliatory action" shall mean and include but not be limited to any of the following actions by the landlord when such actions are intended primarily to retaliate against a tenant because of the tenant's good faith and lawful act:*

*(a) Eviction of the tenant;*

*(b) Increasing the rent required of the tenant;*

*(c) Reduction of services to the tenant; and*

*(d) Increasing the obligations of the tenant.*

#### Applicable Regulations from Other Jurisdictions

- City of Tacoma – TMC 1.95.090(A)(2) *Compliance and enforcement.*

Proposed City Code Language

See section in **red** below.

**5.75.130 Compliance and enforcement.****A. Compliance.**

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after \_\_\_\_\_, 2022, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a one hundred and twenty (120) day or sixty (60) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

**B. Rebuttable Presumption.**

1. If a landlord provides a sixty (60) day notice to vacate under TMC 5.75.090(C), and within ninety (90) days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume

*that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).*

*2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that the termination was either due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.*

**C. Powers and duties of the Director.**

*1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.*

**D. Violations.**

*1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.*

**Measure 5: Prohibit waiving of city requirements**

Notes

- Same waiver protections for municipal requirements as RLTA (RCW 59.18.230)
- RCW 59.18.230 addresses the prohibition of waivers in leases and the City would probably want to have a similar Tumwater specific provision.

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.230 was revised in 2022.** It now reads as follows:

*(1)(a) Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW **59.18.360** and shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.*

*(b) Any agreement, whether oral or written, between a landlord and tenant, or their representatives, and entered into pursuant to an unlawful detainer action under this chapter that requires the tenant to pay any amount in violation of RCW **59.18.283** or the statutory judgment amount limits under RCW **59.18.410** (1) or (2), or waives any rights of the tenant under RCW **59.18.410** or any other rights afforded under this chapter except as provided in RCW **59.18.360** is void and unenforceable. A landlord*

*may not threaten a tenant with eviction for failure to pay nonpossessory charges limited under RCW 59.18.283.*

*(2) No rental agreement may provide that the tenant:*

*(a) Agrees to waive or to forgo rights or remedies under this chapter; or*

*(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement; or*

*(c) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter; or*

*(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or*

*(e) And landlord have agreed to a particular arbitrator at the time the rental agreement is entered into; or*

*(f) Agrees to pay late fees for rent that is paid within five days following its due date. If rent is more than five days past due, the landlord may charge late fees commencing from the first day after the due date until paid. Nothing in this subsection prohibits a landlord from serving a notice to pay or vacate at any time after the rent becomes due.*

*(3) A provision prohibited by subsection (2) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him or her to be prohibited, the tenant may recover actual damages sustained by him or her, statutory damages not to exceed ~~((five hundred dollars))~~ \$500, costs of suit, and reasonable attorneys' fees.*

*(4) The common law right of the landlord of distress for rent is hereby abolished for property covered by this chapter. Any provision in a rental agreement creating a lien upon the personal property of the tenant or authorizing a distress for rent is null and void and of no force and effect. Any landlord who takes or detains the personal property of a tenant without the specific written consent of the tenant to such incident of taking or detention, and who, after written demand by the tenant for the return of his or her personal property, refuses to return the same promptly shall be liable to the tenant for the value of the property retained, actual damages, and if the refusal is intentional, may also be liable for damages of up to ~~((five hundred dollars))~~ \$500 per day but not to exceed ~~((five thousand dollars))~~ \$5,000, for each day or part of a day that the tenant is deprived of his or her property. The prevailing party may recover his or her costs of suit and a reasonable attorneys' fee.*

*In any action, including actions pursuant to chapters **7.64** or **12.28** RCW, brought by a tenant or other person to recover possession of his or her personal property taken or detained by a landlord in violation of this section, the court, upon motion and after notice to the opposing parties, may waive or reduce any bond requirements where it appears to be to the satisfaction of the court that the moving party is proceeding in good faith and has, prima facie, a meritorious claim for immediate delivery or redelivery of said property.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070(B) *Just cause eviction.*
- City of Burien – BMC 5.63.070(2) *Just cause eviction.*
- City of Kenmore – KMC 8.55.040 *Rental agreement that waives tenant's remedies prohibited – Exception.*
- City of Tacoma – TMC 1.95.090(A)(3)(b) *Compliance and enforcement.*

#### Proposed City Code Language

See section in **red** below.

#### **5.75.130 Compliance and enforcement.**

##### **A. Compliance.**

1. *Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after \_\_\_\_\_, 2022, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.*

2. *A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.*

3. *Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).*

a. *In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a one hundred and twenty (120) day or sixty (60)*

day “no cause” notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

*b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.*

4. *Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.*

**B. Rebuttable Presumption.**

1. *If a landlord provides a sixty (60) day notice to vacate under TMC 5.75.090(C), and within ninety (90) days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).*

2. *To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that the termination was either due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.*

**C. Powers and duties of the Director.**

1. *The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.*

**D. Violations.**

1. *If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.*

**Measure 7: Require notification a set number of days prior to eviction due and of no-cause eviction**

**Part 1**

**Notes**

- State law requires a 60-day notice period to end tenancy by landlords unless specific conditions are met per ESHB 1236



- Would 90 days be more useful and when would be the best situations?
- For month to month, 120-day notice required for change to condominium, demolition, or substantial rehabilitation by landlord
- RCW 59.18.200 and RCW 59.18.650 cover eviction notice. I think this takes care of our concerns. No additional action required.

#### Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

This is addressed in **RCW 59.18.200(2)** as follows:

*(2)(a) Whenever a landlord plans to change to a policy of excluding children, the landlord shall give a written notice to a tenant at least 90 days before the tenancy ends to effectuate such change in policy. Such 90-day notice shall be in lieu of the notice required by subsection (1) of this section. However, if after giving the 90-day notice the change in policy is delayed, the notice requirements of subsection (1) of this section shall apply unless waived by the tenant.*

*(b) Whenever a landlord plans to change any apartment or apartments to a condominium form of ownership, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends, in compliance with RCW **64.34.440**(1), to effectuate such change. The 120-day notice is in lieu of the notice required in subsection (1) of this section. However, if after providing the 120-day notice the change to a condominium form of ownership is delayed, the notice requirements in subsection (1) of this section apply unless waived by the tenant.*

*(c)(i) Whenever a landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends. This subsection (2)(c)(i) does not apply to jurisdictions that have created a relocation assistance program under RCW **59.18.440** and otherwise provide 120 days' notice.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070 *Just cause eviction*.
- City of Burien – BMC 5.63.
- City of Tacoma – TMC 1.95.070 *Notice to vacate requirements*.

Proposed City Code Language

- No changes proposed unless we want to change the state 60-day notice to a 90-day notice. See section in red below.

**5.75.090 Notice to vacate requirements.**

A. *The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy.*

B. *Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least one hundred and twenty (120) days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also provide at the same time the information required under TMC 5.75.030.*

C. *Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least **sixty (60) days** preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.*

D. *Notice requirements, generally.*

1. *Notices provided in this section shall comply with RCW 59.12.040 and RCW 59.18.650, as they exist and as they hereinafter are amended.*

2. *The notice shall list the name of the tenant and the dwelling unit number.*

3. *Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.*

E. *The notices required herein do not apply when:*

1. *A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; or*

2. *A landlord is required to repair the dwelling unit due to a violation of the “International Property Maintenance Code”, TMC 15.18, or other city regulations or is found to be either derelict or unfit.*

**Part 2****Notes**

- Need to review state law for exemptions for military families on evictions.

**Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)**

**RCW 59.18.200(b)** states,

*(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a rental agreement with less than 20 days' written notice if the tenant receives permanent change of station or deployment orders that do not allow a 20-day written notice.*

And **RCW 59.18.220** outlines armed forces exceptions to end of tenancy as follows:

*(1) Except as limited under RCW **59.18.650**, in cases where premises are rented for a specified time, by express or implied contract, the tenancy shall be deemed expired at the end of such specified time upon notice consistent with RCW **59.18.650**, served in a manner consistent with RCW **59.12.040**.*

*(2) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a tenancy for a specified time if the tenant receives permanent change of station or deployment orders. Before ending the tenancy, the tenant, or that tenant's spouse or dependent, shall provide written notice of 20 days or more to the landlord, which notice shall include a copy of the official military orders or a signed letter from the service member's commanding officer confirming any of the following criteria are met:*

*(a) The service member is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;*

*(b) The service member is prematurely or involuntarily discharged or released from active duty;*

*(c) The service member is released from active duty after having leased the rental premises while on active duty status and the rental premises is 35 miles or more from the service member's home of record prior to entering active duty;*

*(d) After entering into a rental agreement, the commanding officer directs the service member to move into government provided housing;*

*(e) The service member receives temporary duty orders, temporary change of station orders, or active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period not less than 90 days; or*

*(f) The service member has leased the property, but prior to taking possession of the rental premises, receives change of station orders to an area that is 35 miles or more from the location of the rental premises.*

#### Applicable Regulations from Other Jurisdictions

- None.

#### Proposed City Code Language

- No changes proposed.

### **Measure 8: *Require notification a set number of days prior to any rent increase***

#### Notes

- See City of Kenmore example below:

#### **8.55.020 Regulations.**

For any rental agreement or renewal of a rental agreement for a residential rental unit in the City of Kenmore entered into after September 1, 2019, the landlord shall include or shall be deemed to include a provision requiring a minimum of 90 days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant are to increase by 10 percent or more over the periodic or monthly rental rate charged the same tenant for the same rental unit and same services for any period or month during the preceding 12-month period.

- 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440 in 2019
- City of Olympia recently updated there notice time as follows:
  - 120 days notice required for rent increases over 5% (Effective four month after adoption of Olympia's ordinance in August 2022)
  - 180 days notice required for rent increases over 10% (Effective six month after adoption of Olympia's ordinance in August 2022)
- Staff supports adding the City of Olympia recent changes.

- Should be limit on the frequency of rent increases? Maybe the formula of giving notice takes care of that. If a landlord really wants a 30% rent increase, they could do a series of smaller increases over time, or could just do the 180 day notice and have it done.
- RCW 59.18.140 addresses notice of rent increase and no additional action required.

#### Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.140(3)(a) and (b) state:**

*(3)(a) Except as provided in (b) of this subsection, a landlord shall provide a minimum of sixty days' prior written notice of an increase in the amount of rent to each affected tenant, and any increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement.*

*(b) If the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted.*
- City of Kenmore – KMC 8.55.020 *Regulations.*
- City of Tacoma – TMC 1.95.060 *Notice to increase rent requirements.*
- City of Olympia – OMC 5.82 *Rental housing code.*

#### Proposed City Code Language

##### **5.75.070 Notice to increase rent requirements.**

###### **A. Special circumstances.**

*1. A landlord is required to provide a minimum of one hundred and twenty (120) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than five (5) percent of the rent over the periodic or monthly rental rate charged the same tenant*

*for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

*2. A landlord is required to provide a minimum of one hundred and eighty (180) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than ten (10) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

*3. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty (30) days prior written notice of an increase in the amount of rent to each affected tenant.*

*4. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040.*

*B. Circumstances not addressed by TMC 5.75.070(A).*

*1. A landlord is required to provide a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by five (5) percent or less of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

*2. Notice of any rental increase of five (5) percent or less may be served in accordance with RCW 59.12.040.*

#### Additional Notes

- Tenant protections can mean putting a burden on small owners, who often are unable to afford to subsidize their rental property. Staff recommends starting this program with larger rental properties.
- This action is expected to require a high level of effort to implement and have a medium effect on housing supply.
- A City communications strategy will be needed.
- Discuss with Elisa Sparkman with the Thurston County Housing Action Team, the County Healthy Homes Program, and Christa at the City of Olympia.
- This action will require City Council consideration of an ordinance to amend TMC Title 5 *Business Taxes, Licenses and Regulations* and funding for staffing through the 2023-24 biennial budgeting process.



**V. Additional Notice Required**

Pursuant to EHB 2971, passed by the 2016 state legislature and codified at RCW 64.06.080 and RCW 43.110.030(2)(e), the Municipal Research and Service Center is directed to provide the following on its website:

- A summary of all requirements imposed by cities, towns, and counties on landlords or sellers of real property to provide information to a buyer or tenant "pertaining to the subject property or to the surrounding area"; and
- An internet link to the ordinances, resolutions, or policies imposing those requirements.

For that reason, City should provide to Municipal Research and Service Center a summary of any pertinent ordinance, resolution, or policy that impose requirements on sellers or landlords to disclose designated information to purchasers or renters; and an internet link to the ordinance, resolution, or policy.

**Appendix 1. City of Olympia Rental Housing Ordinance**

Olympia City Council passed an ordinance (OMC 5.82) on August 16, 2022 that provides additional protections for Olympia renters. The ordinance includes the following provisions:

- Limits pet deposits to 25% of one month's rent and allows tenants the ability to pay the deposit over 3 consecutive monthly payments (Effective September 20, 2022)
- Limits move-in costs to one month's worth of rent (move in costs can include a security deposit and/or last month's rent) (Effective September 20, 2022)
- Requires 120 days' notice for rent increases over 5% (Effective December 19, 2022)
- Requires 180 days' notice for rent increases over 10% (Effective February 17, 2023)

Note that these provisions do not apply to subsidized housing properties where the amount of rent is calculated based on tenant income, but do apply to landlords who rent to tenants who use a Section 8 Housing Choice voucher.

**Appendix 2. City of Auburn Ordinances and Regulations**

Auburn City Code **Chapter 18.04** - Definitions for Communal Residence, Family, Foster Care Homes, Group Residence Facilities, Renting of Rooms, Assisted Living Facilities, Convalescent Homes, Supportive Housing

Auburn City Code **Chapter 18.07.020** - Permitted Use Table for Residential Zones

Auburn City Code **Chapter 18.31.130** - Communal Residence Standards

**Ordinance 6560** - 2015 Communal Residence Code Amendments

Auburn City Code **Chapter 5.22** - Rental Housing Business License Requirements

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The following is what is required by the City of Auburn as of 2020 at three different phases of the rental process:

1. At time of application the landlord must provide the tenant with their written rental criteria and the website address designated by the City for the purpose of obtaining information on:
  - Local code enforcement action relating to the property
  - Website address to the Washington Secretary of State for the purposes of registering to vote or changing address if already registered to vote.
2. When a rental agreement/lease is offered, the landlord must provide the tenant with a written copy of the summaries prepared by the City, which includes information on the following:
  - Rental Housing Code (ACC 5.23)
  - Auburn Building and Property Maintenance Code
  - Washington State Residential Landlord-Tenant Act (RLTA) (RCW 59.18)
  - Forcible Entry and Forcible Unlawful Detainer (RCW 59.12)
3. During tenancy, landlords must provide tenants with a notice of resources prepared by the City when the landlord serves any notice to a tenant under RCW 59.12.030 which include:
  - 14-day pay or vacate
  - 3-day for waste or nuisance
  - 10-day comply or vacate
  - Notice to terminate tenancy

Landlords are required to provide copies of summaries to existing tenants within 30 days of them being made available by the City of Auburn. The initial distribution of information to tenants

must be in written form and landlords must obtain tenant’s signature documenting receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

**Appendix 3. City of Auburn– Rental Housing Policy (ACC 5.23)****Chapter 5.23****RENTAL HOUSING POLICY**

## Sections:

- 5.23.010 Purpose and intent.
- 5.23.020 Definitions.
- 5.23.030 Distribution of information required.
- 5.23.040 Deposit requirements, notice of rent increase requirements and installment payments permitted.
- 5.23.050 Notice requirement generally – Reasonable accommodation request.
- 5.23.060 Notice of proposed sale of low-income housing.
- 5.23.070 Just cause eviction.
- 5.23.080 Compliance and enforcement.

**5.23.010 Purpose and intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Auburn. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Auburn. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Auburn. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Auburn residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. (Ord. 6786 § 1, 2020.)

**5.23.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- A. "Assisted housing development" means a multifamily rental housing development that both receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.
- B. "Days" means calendar days unless otherwise provided.
- C. "Director" means the director of community development of the city of Auburn department of community development, or the director of community development's designee.

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D. “Dwelling unit” 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.

E. “Immediate family member” includes the spouse or domestic partner, dependent children, and other dependent relatives.

F. “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. As of the effective date of the ordinance codified in this chapter, the RLTA defines “landlord” as “the owner, lessor, or sub-lessor 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 sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager.”

G. “Nonrefundable move-in fees” means nonrefundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

H. “Owner” means the owner of record as shown on the last King County tax assessment roll or such owner’s authorized agent.

I. “Rent” or “rental amount” means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

J. “Rental agreement” 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.

K. “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.

L. “Substantial rehabilitation” means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

M. “Tenant” means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. (Ord. 6786 § 1, 2020.)

### **5.23.030 Distribution of information required.**

A. *Distribution of Resources by Landlord.*



1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the city, with a city of Auburn informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.
2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

*B. Distribution of Information Packets by Landlord.*

1. The director of community development shall prepare and update as necessary, summaries of this chapter, the Auburn Building and Property Maintenance Code (Chapter 15.20 ACC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.
2. A landlord shall provide a copy of the summaries prepared by the director of community development to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.
5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.
6. The packet prepared by the director of community development includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director of community development liable for any misstatement or misinterpretation of the applicable laws.

C. *Notice of Resources.* A landlord is required to provide a copy of resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. (Ord. 6786 § 1, 2020.)

**5.23.040      Deposit requirements, notice of rent increase requirements and installment payments permitted.**

A. A landlord may not increase the rent or charge any nonrent charges except in accordance with this section, unless such increase or charge has been agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement:

1. A landlord may not increase the rent of a tenant by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase shall take effect. Any rental increase of five percent or less may be served in accordance with state or other applicable law.

- a. Pursuant to RCW 58.19.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

- b. Any notice of a rent increase shall be served in accordance with RCW 59.12.040.

2. Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter. Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts as deposit or security for performance over six months upon moving into the unit. However, additional security deposits may be added for tenants that have pets; provided, that those deposits are reasonable and do not embed other types of deposits or fees.

3. Any fees for late payment of rent shall not exceed \$10.00 per month. No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.

4. No other fees may be charged in connection with the lease or rental agreement unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement; provided, that the landlord may recoup from the tenant actual costs incurred by the landlord and caused by or attributable to the tenant if consistent with the written lease or rental agreement.

B. *Installment Payments, Generally.* Upon a tenant's written request, tenants may pay security deposits, nonrefundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and nonrefundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

C. *Fixed-Term Tenancies for Three Months or Longer.* For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

D. *Month-to-Month or Two-Month Tenancy.* For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

E. A tenant's failure to pay a security deposit, nonrefundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 14-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

F. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

G. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

H. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

I. Nothing in this chapter prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by Chapter 59.18 RCW. (Ord. 6786 § 1, 2020.)

**5.23.050 Notice requirement generally – Reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. (Ord. 6786 § 1, 2020.)

**5.23.060 Notice of proposed sale of low-income housing.**

A. Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development, shall notify the director of community development of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this subsection, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of community development of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. The following exceptions apply:

1. Properties that are transferred to family members, transferred through will, or that are not listed for sale; or
2. Properties where 20 percent or fewer of the units are studio apartments and that is what is triggering the notice provisions of this section. (Ord. 6786 § 1, 2020.)

**5.23.070 Just cause eviction.**

A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). Owners of housing units shall not evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Auburn as required by Chapter 5.22 ACC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Auburn pursuant to Chapter 5.22 ACC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);
2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;
3. The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;
4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;
5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subsection as the cause for eviction;
6. The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, 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 in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

- a. 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 in a newspaper of general circulation, or
  - b. 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, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;
- 7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;
- 8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;
- 9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;
- 10. The owner seeks to discontinue use of a housing unit unauthorized by ACC Title 18 after receipt of a notice of violation;
- 11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles 15 and 18, and:
  - a.
    - i. The number of such individuals was more than is lawful under the current version of ACC Title 15 or 18, and
    - ii. That number has not increased with the knowledge or consent of the owner, and
    - iii. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and
  - b. The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and
  - c. After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and
  - d. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than



the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC Title 15 and the emergency conditions identified in the order have not been corrected;

13. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, 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. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title 19;

14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

a. Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or

b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

B. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

C. With any termination notices required by law, owners terminating or refusing to renew or continue a tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

D. If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection (A)(5), (A)(6) or (A)(13) of this section as the grounds for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director of community development, then the owner must, within 10 days of being notified by the director of community development of the complaint, complete and file with the director of community development a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

E. In any action commenced to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or to otherwise terminate the tenancy of any tenant, it shall be a defense

to the action that there was no just cause for such eviction or termination as provided in this section.

F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (A)(5), (A)(6), (A)(8), (A)(11), (A)(12) or (A)(13) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

G. An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (A)(5), (A)(6) or (A)(8) of this section as the grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees. (Ord. 6786 § 1, 2020.)

#### **5.23.080 Compliance and enforcement.**

##### **A. Powers and Duties of the Director of Community Development.**

1. The director of community development is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.
2. The director of community development shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided, that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.
3. The director of community development is authorized to request records from landlord and the landlord shall allow the director of community development access to such records, as well as a complete roster of tenants' names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

##### **B. Violation.**

1. If a violation of this chapter occurs, the director of community development shall utilize the procedures outlined in Chapter 5.15 ACC.
2. The director of community development may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director of community development finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director of community development may issue a penalty that shall be \$1,000.
3. Any civil penalties paid by the landlord shall be kept by the city and may be utilized to help offset payments that are due by the tenant.

4. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King 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 costs, reasonable attorneys' fees, and expenses.

a. A landlord who violates this chapter shall be liable for penalties of up to two times the monthly rent of the dwelling unit at issue.

b. 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.

*C. Administrative Review by the Director.*

1. *General.* A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

2. *How to Request Administrative Review.* A person may request an administrative review of the notice of violation or penalty by filing a written request with the director of community development within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director of community development should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director of community development shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

3. *Decision of Director.* After considering all of the information provided, the director of community development shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director of community development's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first-class mail.

*D. Appeals to the Hearing Examiner of Director's Decision.* Appeal of the director's decision shall be made within 10 days from the date of the director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the hearing examiner, which appeal shall be governed by Chapters 2.46 and 5.15 ACC. (Ord. 6786 § 1, 2020.)

**The Auburn City Code is current through Ordinance 6849, passed February 22, 2022.**

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

**Appendix 4. City of Burien– Rental Housing Policy (BMC 5.63)****Chapter 5.63****RENTAL HOUSING POLICY**

## Sections:

- 5.63.010 Purpose and intent.
- 5.63.020 Definitions.
- 5.63.030 Distribution of information required.
- 5.63.040 Deposit requirements and installment payments permitted.
- 5.63.050 Notice requirement generally – Reasonable accommodation request.
- 5.63.060 Notice of proposed sale of low-income housing.
- 5.63.070 Just cause eviction.
- 5.63.075 Housing ombudsman.
- 5.63.080 Compliance and enforcement.

**5.63.010 Purpose and intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Burien. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Burien. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Burien. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Burien residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- (1) "Assisted housing development" means a multifamily rental housing development that both receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.
- (2) "Days" means calendar days unless otherwise provided.

(3) “Director” means the city of Burien director of planning and community development, or the director’s designee.

(4) “Dwelling unit” 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.

(5) “Housing costs” means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.

(6) “Immediate family member” includes the spouse or domestic partner, dependent children, and other dependent relatives.

(7) “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. As of the effective day of the ordinance codified in this chapter, the RLTA defines “landlord” as “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.”

(8) “Nonrefundable move-in fees” means nonrefundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

(9) “Owner” means the owner of record as shown on the last King County tax assessment roll or such owner’s authorized agent.

(10) “Rent” or “rental amount” means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

(11) “Rental agreement” 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.

(12) “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.

(13) “Substantial rehabilitation” means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

(14) “Tenant” means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. [Ord. 716 § 1 (Exh. A), 2019]

#### **5.63.030 Distribution of information required.**

##### **(1) Distribution of Resources by Landlord.**

(a) At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord’s written rental criteria and, once created by the city, with a city of Burien informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

(b) In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

##### **(2) Distribution of Information Packets by Landlord.**

(a) The director shall prepare, and update as necessary, summaries of this chapter, the Burien Building and Property Maintenance Code (Chapter 15.40 BMC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and fair housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

(b) A landlord shall provide a copy of the summaries prepared by the director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

(c) Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

(d) For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.

(e) The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant’s signature documenting tenant’s receipt of such information. If a tenant refuses to provide a signature documenting the tenant’s receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a

landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.

(f) The packet prepared by the director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director liable for any misstatement or misinterpretation of the applicable laws.

(3) Notice of Resources. A landlord is required to provide a copy of a resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. [Ord. 716 § 1 (Exh. A), 2019]

#### **5.63.040 Deposit requirements and installment payments permitted.**

(1) Installment Payments, Generally. Upon a tenant's written request, tenants may pay security deposits, nonrefundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and nonrefundable move-in fees in installments if (a) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (b) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

(2) Fixed-Term Tenancies for Three Months or Longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

(3) Month-to-Month or Two-Month Tenancy. For any rental agreement term that establishes a tenancy from month to month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

(4) A tenant's failure to pay a security deposit, nonrefundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 10-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.



(5) Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

(6) No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

(7) A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

(8) Nothing in this chapter prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by Chapter 59.18 RCW. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.050 Notice requirement generally – Reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.060 Notice of proposed sale of low-income housing.**

Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Seattle metropolitan statistical area, as adjusted for household size, shall notify the director of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this section, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.070 Just cause eviction.**

(1) Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). Owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can

prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Burien as required by Chapter 5.62 BMC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Burien pursuant to Chapter 5.62 BMC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

(a) The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

(b) The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;

(c) The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;

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

(e) The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director may reduce the time required to give notice to no less than 60 days if the director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection (1)(e) if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

(f) The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director may reduce the time required to give notice to no less than 60 days if the director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the

purposes of this subsection, 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 in a newspaper of general circulation. 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 in a newspaper of general circulation, 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, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;
- (g) The tenant’s occupancy is conditioned upon employment on the property and the employment relationship is terminated;
- (h) The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days’ written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;
- (i) The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days’ written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;
- (j) The owner seeks to discontinue use of a housing unit unauthorized by BMC Title 19 after receipt of a notice of violation;
- (k) The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by BMC Title 15; and
  - (i) (A) The number of such individuals was more than is lawful under the current version of BMC Title 15; and
    - (B) That number has not increased with the knowledge or consent of the owner; and
    - (C) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and
  - (ii) The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and

- (iii) After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and
- (iv) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;
- (l) An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to BMC Title 15 and the emergency conditions identified in the order have not been corrected;
- (m) The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, 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. This subsection does not apply if the owner has received a notice of violation of the development standards of BMC Title 19;
- (n) A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:
  - (i) Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or
  - (ii) Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.
- (2) Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.
- (3) With any termination notices required by law, owners terminating any tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.
- (4) If a tenant who has received a notice of termination of tenancy claiming subsection (1)(e), (f) or (m) of this section as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director, then the owner must, within 10 days of being notified by the director of the complaint, complete and file with the director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

(5) In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.

(6) It shall be a violation of this section for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (1)(e), (f), (h), (k), (l) or (m) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

(7) An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (1)(e), (f) or (h) of this section as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right of action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees. [Ord. 716 § 1 (Exh. A), 2019]

#### **5.63.075 Housing ombudsman.**

(1) It is the intent of the city of Burien to establish, in addition to other remedies or rights of appeal of any person under local, state or federal law, an independent, impartial local office readily available to the public and empowered to investigate housing disputes; to direct tenants, landlords and persons to the right avenue of recourse and/or the proper venue for recourse for conflicts; to assist in resolving problems and grievances between a landlord and a tenant; to document and identify issues and problems with residential rental housing and landlord-tenant relationships; and to recommend needed changes to laws to the city of Burien city council.

(2) The office of housing ombudsman is hereby established in the city of Burien for the health, safety and welfare of citizens seeking or who have obtained residential housing, or who offer or provide residential housing in the city of Burien.

(3) The housing ombudsman shall report to the city manager. This arrangement helps to guarantee the independence of the housing ombudsman, who is not only providing a direct service to citizens but is performing a role in legislative oversight of the city of Burien housing ombudsman program by reporting to the city manager.

(4) The housing ombudsman shall be a person of recognized judgment, objectivity and integrity who is well equipped to analyze problems of law, administration and public policy.

(5) No person while serving as ombudsman:

(a) Shall engage in any other occupation, business, or profession likely to detract from the full-time performance of his or her duties as ombudsman; or

(b) Shall engage in any other occupation, business or profession likely to result in a conflict of interest or an appearance of impropriety or partiality.

(6) The housing ombudsman shall follow the policies, rules and procedures as adopted by the city of Burien for the office of housing ombudsman. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.080 Compliance and enforcement.****(1) Powers and Duties of the Director.**

(a) The director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the director shall hold one or more public hearings prior to adoption of final rules and regulations.

(b) The director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided, that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

(c) The director is authorized to request records from landlord and the landlord shall allow the director access to such records, as well as a complete roster of tenants' names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

**(2) Notice of Violation.**

(a) If a violation of this chapter occurs, the director shall issue a notice of violation. A notice of violation shall include:

(i) The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;

(ii) A description of the violation and a reference to the provisions of this chapter which have been violated;

(iii) A description of the action required to comply with the provisions of this chapter;

(iv) A statement that the landlord to whom a notice of violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the city clerk no later than 10 days after the notice of violation has been issued;

(v) A statement that penalties will accrue as provided in this chapter;

(vi) An advisory letter to provide the landlord with a timeline of the process and an invitation to conciliate.

(b) The notice of violation shall be delivered, in writing, to the person to whom the notice of violation is issued by personal delivery or first-class mail.

**(3) Civil Penalties.**

(a) Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

(i) For a violation of distribution of information required (BMC 5.63.030), deposit requirements and installment payments (BMC 5.63.040), or notice requirement generally (BMC 5.63.050), a landlord shall be subject to the following penalties:

(A) For the first violation for each affected dwelling unit, \$500.00; and

(B) For each affected dwelling unit for each subsequent violation within a three-year period, \$1,000.

(ii) Unless otherwise stated in BMC 5.63.070(7), for a violation of just cause eviction (BMC 5.63.070) a landlord shall be subject to the following penalties:

(A) For each violation from the date the violation begins for the first 10 days of noncompliance, \$250.00 per day, per dwelling unit;

(B) For each violation for each day beyond 10 days of noncompliance until compliance is achieved, \$500.00 per day, per dwelling unit.

(b) The director may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director may issue a penalty that shall be \$1,000.

(c) Any civil penalties paid by the landlord shall be kept by the city.

(4) Administrative Review by the Director.

(a) General. A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

(b) How to Request Administrative Review. A person may request an administrative review of the notice of violation or penalty by filing a written request with the director within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

(c) Decision of Director. After considering all of the information provided, the director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first-class mail.

(5) Appeals to the Hearing Examiner of Director's Decision. Appeal of the director's decision shall be made within 10 days from the date of the director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the hearing examiner, which appeal shall be governed by Chapter 2.15 BMC. [Ord. 716 § 1 (Exh. A), 2019]



**Appendix 5. City of Kenmore– Notice of Rent Increase (KMC 8.55)****Chapter 8.55****NOTICE OF RENT INCREASE**

## Section:

8.55.010 Definitions.

8.55.020 Regulations.

8.55.030 Provisions in violation of restrictions null and void.

8.55.040 Rental agreement that waives tenant’s remedies prohibited – Exception.

**8.55.010 Definitions.**

A. “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord-Tenant Act of 1973 (RLTA) in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, 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.

B. “Rental agreement” means a rental agreement as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. 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.”

C. “Rental unit” means a residential dwelling unit as defined in KMC 18.20.810, occupied or rented by a tenant.

D. “Tenant” means a tenant as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. 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.” [Ord. 19-0484 § 2 (Exh. A).]

**8.55.020 Regulations.**

For any *rental agreement* or renewal of a *rental agreement* for a residential *rental unit* in the City of Kenmore entered into after September 1, 2019, the *landlord* shall include or shall be deemed to include a provision requiring a minimum of 90 days’ prior written notice whenever the periodic or monthly housing costs to be charged a *tenant* are to increase by 10 percent or more over the periodic or monthly rental rate charged the same *tenant* for the same *rental unit* and same services for any period or month during the preceding 12-month period. [Ord. 19-0484 § 2 (Exh. A).]

**8.55.030 Provisions in violation of restrictions null and void.**

Any provisions in violation of KMC 8.55.020 in a *rental agreement* are null and void and of no lawful force and effect. [Ord. 19-0484 § 2 (Exh. A).]

**8.55.040 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. [Ord. 19-0484 § 2 (Exh. A).]

**Appendix 6. City of Tacoma – Rental Housing Code (TMC 1.95)****CHAPTER 1.95****RENTAL HOUSING CODE**

## Sections:

1.95.010 Purpose and Intent.

1.95.020 Definitions.

1.95.030 Distribution of information required.

1.95.040 Deposit requirements and installment payments permitted.

1.95.050 Notice requirement generally—reasonable accommodation request.

1.95.060 Notice to increase rent requirements.

1.95.070 Notice to vacate requirements.

1.95.080 Tenant relocation assistance

1.95.090 Compliance and enforcement.

1.95.100 Severability.

**1.95.010 Purpose and Intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of Tacoma.

It is the City’s intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Tacoma. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. 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. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use; conversion from one type residential use to another type residential use, such

as a conversion to a retirement home, emergency shelter, transient hotel, or short-term rental as defined in Tacoma Municipal Code (“TMC”) 13.06.700; the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” are provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means the destruction of premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights, or the Director’s designee.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

“Dwelling 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.

“Immediate family member” 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.

“Non-refundable move-in fees” means non-refundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

“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.

"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.

"Security deposit" means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. "Security deposit" does not include a fee.

"Substantial rehabilitation" is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

"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.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.030 Distribution of information required.**

#### **A. Distribution of resources by landlord.**

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tacoma informational website address designated by the City for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within City limits, findings or settlements related to housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

#### **B. Distribution of information packets by landlord.**

1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

#### C. Notice of resources.

A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.040 Deposit requirements and installment payments permitted.**

#### A. Installment payments, generally.

Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

#### B. Fixed-term tenancies for three months or longer.

For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to

reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

C. Month-to-month or two-month tenancy.

For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 14-day notice pursuant to RCW 59.12.030(3).

E. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

H. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.050 Notice requirement generally – reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests, as required in TMC 1.29.120.D, received from a tenant related to the service of any notice required by this chapter.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.060 Notice to increase rent requirements.**

A landlord is required to provide the minimum written notice, as outlined in Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or monthly housing



costs to be charged a tenant will increase by any amount charged the same tenant for the same housing unit.

(Ord. 28596 Ex. A; passed Jul. 9, 2019; Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.070 Notice to vacate requirements.**

A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy and apply before the expiration of a fixed-term lease, unless the lease automatically converts to a month-to-month or periodic tenancy at the end of its expiration.

B. Requirement for notice to tenant when tenant displaced.

When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least 120 days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also serve at the same time the Tenant Relocation Information Packet and further comply with the Tenant Relocation Assistance requirements in TMC 1.95.080.B.

C. Requirement for notice to tenant to terminate tenancy.

Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (C)(7) below and as otherwise provided in this subsection.

2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and

b. The landlord has provided the tenant before the end of the initial lease period at least 60 days' advance written notice ending the tenancy, served in a manner consistent with RCW 59.12.040.

3. If a landlord and tenant enter into a rental agreement for a specified period in which the tenancy by the terms of the rental agreement does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

- b. The landlord has provided the tenant before the end of the specified period at least 60 days' advance written notice that the tenancy will be deemed expired at the end of such specified period, served in a manner consistent with RCW 59.12.040; and
- c. The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point since the inception of the tenancy.
- 4. For all other tenancies of a specified period not covered under (2) or (3) of this subsection, and for tenancies of an indefinite period on a month-to-month or periodic basis, a landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below. Upon the end date of the tenancy of a specified period, the tenancy becomes a month-to-month tenancy.
- 5. Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in compliance with the requirements in subsection (C)(7) below.
- 6. A tenant may end a tenancy for a specified time by providing notice in writing not less than 20 days prior to the ending date of the specified time.
- 7. The following reasons listed in this subsection constitute cause pursuant to subsection (C)(1) of this section:
  - a. When a tenant defaults in rent as outlined in RCW 59.18.650(2)(a), as it currently exists or is hereinafter amended, the landlord may serve a 14 day comply or vacate notice.
  - b. When a tenant substantially breaches a material lease or a tenant obligation as imposed by law outlined in RCW 59.18.650(2)(b), as it currently exists or is hereinafter amended, the landlord may serve a 10 day comply or vacate notice.
  - c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as outlined in RCW 59.18.650.2(c), as it currently exists or is hereinafter amended, the landlord may serve a 3 day notice to vacate.
  - d. When the owner or immediate family member wants to occupy the unit as their primary residence, as outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended, provided that 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 4 as the cause for the lease ending, the landlord may serve a 90 day notice to vacate.
  - e. When the owner elects to sell the dwelling unit, as outlined in RCW 59.18.610(2)(e), as it currently exists or is hereinafter amended, the landlord may serve a 90 day notice to vacate.
  - f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).

g. When 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, as outlined in RCW 59.18.650(2)(g), and the landlord served a 120 day advanced written notice.

h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as outlined in TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when the landlord rents to four or more tenants in the same dwelling unit.

j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

k. When he or she does not comply with signing a new rental agreement, as outlined in RCW 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

n. When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant, as outlined in RCW 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice to vacate.

q. When a tenant does not comply with applying or signing a rental agreement after the original tenant has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the landlord must serve the tenant with a 30 day notice to apply or vacate.

#### D. Notice requirements, generally.

1. Notices provided in this section shall comply with RCW 59.12.040, as it exists or as hereinafter amended.

2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the dwelling unit at the end of the month or period of tenancy.

3. The notice shall list the name of the tenant and the dwelling unit number.

4. Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.

#### E. Tenant meeting.

A tenant who receives a 120-day notice as provided herein may request an in person meeting with the landlord to discuss the upcoming termination. If such request is made, the landlord shall schedule, notify tenants in writing, and hold such a meeting within 20 days of such request, at a time and location reasonably convenient for the parties. A landlord may schedule and hold one meeting for multiple tenants and requests. A landlord holding such meeting at a reasonable time and location shall meet the requirements herein, regardless of whether the impacted tenants attend.

#### F. The notices required herein do not apply when:

A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28645 Ex. A; passed Dec. 17, 2019: Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.080 Tenant relocation assistance.**

#### A. Tenant relocation assistance for condemned or unlawful dwelling.

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.

#### B. Tenant relocation assistance for low-income tenants when residential property demolished, substantially rehabilitated, or upon the change of use.

##### 1. When tenant relocation assistance applies.

This section shall apply to low-income tenants when a notice is required under TMC 1.95.070.B, except as otherwise expressly required by state or federal law, and with the exception of displacement of tenants from the following:

a. Any dwelling unit demolished or vacated because of damage caused by an event beyond the landlord’s control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste, natural disaster, or other destruction;

b. Any dwelling unit ordered vacated or demolished pursuant to TMC 2.01.050, Minimum Building and Structures Code, because of damage within the landlord’s control;

- c. Any dwelling unit owned or managed by the Tacoma Housing Authority;
- d. Any dwelling unit located inside the boundaries of a major educational institution which is owned by the institution and which is occupied by students, faculty, or staff of the institution;
- e. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and
- f. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

## 2. Tenant Relocation Information Packet.

When a landlord intends to displace a tenant, prior to the landlord providing the notice outlined in TMC 1.95.070.B, the landlord shall obtain from the City one Tenant Relocation Information Packet for each dwelling unit where tenants will be displaced. The Tenant Relocation Information Packet shall contain the following:

- a. A Relocation Assistance Certification Form with instructions for its submission to the Director; and
- b. A description of the relocation benefits potentially available to eligible tenants.

## 3. Delivery of Tenant Relocation Information Packet.

When a landlord serves the notice required under TMC 1.95.070.B, the landlord shall also deliver a Tenant Relocation Information Packet to each dwelling unit where the tenants will be displaced.

4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord shall provide the Director with a list of names of the legal tenants and number of dwelling units for the dwelling units at issue.

## 5. Tenant eligibility for relocation assistance.

Low income tenants who are parties to a rental agreement for the dwelling unit may be eligible for relocation assistance only if the tenant to be displaced resides in a dwelling unit at issue when the landlord delivers the Tenant Relocation Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in Pierce County.

## 6. Tenant income verification.

a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the legal occupants of the dwelling unit for the previous calendar year, the total combined income of all of the adult occupants for the current calendar year, and any other information that the Director may require to determine eligibility for this program. A tenant who, with good cause,

is unable to return the certification form within 20 days may, within 20 days after the date of delivery of the Tenant Relocation Information Packet, submit to the Director a written request for an extension of time which details the facts supporting the claim of “good cause.” If the request is submitted within the 20-day period and the facts constitute good cause in accordance with rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance Certification Form may be extended by the Director another 20 days. The Director shall review the request and notify the tenant and landlord if an extension has been granted within ten business days.

b. If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance.

c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance Certification Form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

#### 7. Relocation assistance verification.

Within 14 days of the Director’s receipt of the signed Relocation Assistance Certification Forms from all tenants who are parties to a rental agreement in a dwelling unit, or within 14 days of the expiration of the same tenants’ 20-day period for submitting signed Relocation Assistance Certification Forms to the Director, whichever occurs first, the Director shall send to each dwelling unit household who submitted a signed certification form and to the landlord, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the dwelling unit’s certification form indicates eligibility for relocation assistance.

#### 8. Relocation assistance payments.

a. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the Director, may receive a total relocation assistance payment of \$2,000 for their eligible dwelling unit. The amount of relocation assistance shall be adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The relocation assistance payment shall be in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

b. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

c. A tenant may be eligible to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken as outlined herein, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.

d. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation assistance. The Director shall notify the landlord obligated to pay such relocation assistance of the request. Within 21 days after submission of the tenants' request to the Director, the landlord and the City shall provide eligible tenants who will be displaced with their portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment.

#### 9. Appeal.

a. Either the tenant or the landlord may file an appeal with the Hearing Examiner, pursuant to TMC Chapter 1.23, of the Director's determination of the tenant's eligibility for relocation assistance or to resolve a dispute between the parties relating to unlawful detainer actions during relocation. An appeal regarding eligibility for relocation assistance shall be filed within ten days after the landlord or tenant receives the Director's notice of tenant eligibility. All requests for an appeal shall be in writing and shall clearly state specific objections and the relief sought, and shall be filed with the City Clerk. A record shall be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The Hearing Examiner shall issue a decision within 30 days of a request for a hearing by either the tenant or landlord.

b. Judicial review of an administrative hearing decision relating to relocation assistance may be made by filing a petition in Pierce County Superior Court within ten days of the Hearing Examiner's decision. Judicial review shall be confined to the record of the administrative hearing and the court may reverse the decision only if the administrative findings, inferences, conclusions, or decision is:

- (1) In violation of constitutional provisions;
- (2) In excess of the authority or jurisdiction of the administrative hearing officer;
- (3) Made upon unlawful procedure or otherwise is contrary to law; or
- (4) Arbitrary and capricious.

10. If the City makes no appropriation to support this relocation assistance program in this subsection TMC 1.95.080.B, then neither the landlord nor the City shall be subject to the relocation assistance requirements for low-income tenants, and tenants shall not be entitled to relocation assistance as otherwise provided.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.090 Compliance and enforcement.**

##### A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.



2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to:

(1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law; or

(2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.

b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended, or requires a tenant to provide more than a 20-day notice to terminate tenancy, is subject to civil penalties.

5. Joint and Several Responsibility and Liability.

Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

B. Rebuttable Presumption.

1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, and within 90 days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the 120-day notice to terminate requirement in TMC 1.95.070.B.

2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that either the termination was due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.

C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of final rules and regulations.

2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

3. The Director is authorized to request records from landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

#### D. Notice of Violation.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of Violation shall include:

- a. The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;
- b. A description of the violation and a reference to the provisions of this chapter which have been violated;
- c. A description of the action required to comply with the provisions of this chapter;
- d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the City Clerk no later than ten days after the Notice of Violation has been issued;
- e. A statement that penalties will accrue as provided in this chapter;
- f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to conciliate.

2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of Violation is issued by personal delivery or first-class mail.

#### E. Civil Penalties.

1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

a. For a violation of Distribution of information required (TMC 1.95.030), Deposit requirements and installment payments (TMC 1.95.040), Notice requirement generally (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), a landlord shall be subject to the following penalties:

(1) For the first violation for each affected dwelling unit, \$500; and

(2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.

b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance (TMC 1.95.080), Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090.A.4), a landlord shall be subject to the following penalties:

(1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;

(2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.

3. If the tenants have already relocated, but a violation of the notices required pursuant to Section 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.

4. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.

5. Any civil penalties paid by the landlord shall be kept by the City.

#### F. Administrative Review by Director.

##### 1. General.

A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.

##### 2. How to request administrative review.

A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.

##### 3. Decision of Director.

After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first class mail.

#### G. Appeals to the Hearing Examiner of Director's Decision.

Appeal of the Director's decision shall be made within ten days from the date of the Director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the Hearing Examiner, which appeal shall be governed by TMC 1.23.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.100 Severability.**

Tumwater Housing Action Plan –Tenant Protections – Ordinances No. O2022-010 *Unfair  
Housing Practices and O2022-012 Rental Housing Code*

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If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**ORDINANCE NO. O2022-010**

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, amending Chapter 5.70 *Unfair Housing Practices* of the Tumwater Municipal Code as more particularly described herein.

**WHEREAS**, in 2010 the City Council passed Ordinance O2010-022 establishing a policy to assure equal opportunity to all persons to live in decent housing; and prohibiting discrimination, including use of federal housing assistance; and

**WHEREAS**, in 2018 the City Council passed Resolution R2018-016, which included a number of actions to start to reduce homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues; and

**WHEREAS**, Resolution R2018-016 included Action #9 under “Boost Housing Affordability” to enact policies to protect tenants experiencing housing instability; and

**WHEREAS**, after the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues; and

**WHEREAS**, since 2018, the City has been reviewing actions and measures to take to support tenant protections as a way to make it easier for people in the City who rent to access housing and stay housed; and

**WHEREAS**, a City work group explored a range of potential measures to address Resolution No. R2018-016 Action #9, so that the City Council could make an informed decision on which actions to pursue; and

**WHEREAS**, the City work group met in 2018 and 2019 to review the City’s current tenant protections found in TMC Chapter 5.70 *Unfair Housing Practices*, as well as the state’s requirements under the Residential Landlord-Tenant Act (RLTA) (RCW 59.18) and what other jurisdictions are doing to address tenant protections; and

**WHEREAS**, the City work group prepared a draft list of potential measures that the City could undertake; and

**WHEREAS**, the City Council discussed the draft list of potential measures at a worksession on March 26, 2019 and moved one potential measure to an action item; and

**WHEREAS**, the draft list of potential measures was updated on April 8, 2019 to address additional upfront costs to tenants and to change immigration status to citizenship status; and

**WHEREAS**, in late 2019 and early 2020, City staff met with individual landlords and tenants to discuss the list of potential measures; and

**WHEREAS**, in late 2019 and early 2020, the City work group shared its list of potential measures with staff at Thurston County and the cities of Olympia and Lacey with the intent of working on some of the potential measures regionally; and

**WHEREAS**, since 2018, the state legislature has passed a number of bills on the state level addressing tenant protections in the RLTA; and

**WHEREAS**, the draft list of potential measures has been updated to reflect these state actions; and

**WHEREAS**, in 2020 the City Council passed Ordinance O2020-019 to add and update the protected parties and definitions in TMC 5.70 *Unfair Housing Practices*; and

**WHEREAS**, in September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which will inform the City's Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs; and

**WHEREAS**, the *Tumwater Housing Action Plan* contains three strategies and ten actions that the City has agreed to undertake that are most relevant to addressing tenant protections; and

**WHEREAS**, *Tumwater Housing Action Plan* Action 2.e. states, "Identify and implement appropriate tenant protections that improve household stability"; and

**WHEREAS**, the General Government Committee held a briefing to discuss tenant protections on February 9, 2022; and

**WHEREAS**, the City Council held a worksession to discuss tenant protections on March 22, 2022; and

**WHEREAS**, the General Government Committee held a briefing on the proposed code amendments on October 12, 2022 and the City Council held a worksession on November 7, 2022; and

**WHEREAS**, on December 6, 2022 the City Council held a public hearing and considered the proposed code amendments; and

**WHEREAS**, the Tumwater City Council finds it is in the best interests of its residents to update its policy to include additional tenant protections.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** Section 5.70.010 of the Tumwater Municipal Code is hereby amended to read as follows:

**5.70.010 Declaration of Policy.**

It is declared to be the policy of the city in the exercise of its police power for the public safety, public health, and general welfare, for the maintenance of business and good government and for the promotion of the city's trade, commerce and manufacturers to assure equal opportunity to all persons to live in decent housing facilities regardless of race, creed, color, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, gender, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, families with children status, age, marital status, sexual orientation, genetic information, or source of income, and to that end to prohibit discrimination in housing by any person, including real estate brokers, real estate salesmen and agents, owners of real property and lending institutions, to forward the cause of community, and to secure a reduction of all tensions and discriminations because of race, creed, color, religion, national origin, citizenship or immigration status, honorably discharged veteran or military status, gender, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, families with children status, age, marital status, sexual orientation, genetic information, or source of income. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule, or government contract.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

**Section 2.** Section 5.70.020 of the Tumwater Municipal Code is hereby amended to read as follows:

**5.70.020 Definitions.**



Definitions as used in this chapter, unless additional meaning clearly appears from the context, shall have the following meanings:

- A. “Commission” means the Washington State Human Rights Commission.
- B. “Dwelling” means and includes any building containing one or more dwelling units.
- C. “Dwelling unit” means and includes a suite of rooms for occupancy by one family containing space for living, sleeping, and preparation of food, and containing toilet and bathing facilities.
- D. “Housing accommodations” means and includes any dwelling or dwelling unit, rooming unit, roominghouse, lot or parcel of land in the city which is used, intended to be used, or arranged or designed to be used as, or improved with a residential structure for one or more human beings.
- E. “Lender” means and includes any bank, insurance company, savings or building and loan association, credit union, trust company, mortgage company, or other person engaged wholly or partly in the business of lending money for the financing or acquisition, construction, repair, or maintenance of a housing accommodation.
- F. “Occupant” means and includes any person who has established residence or has the right to occupancy in a housing accommodation.
- G. “Owners” means and includes persons who own, lease, sublease, rent, operate, manage, have charge of, control, or have the right of ownership, possession, management, charge, or control of the housing accommodation, on their own behalf or on behalf of another.
- H. “Person” means and includes one or more individuals, partnerships, or other organizations, trade or professional associations, corporations, legal representatives, trustees, trustees in bankruptcy, and receivers.
- I. “Person aggrieved” means any person against whom any alleged unfair housing practice has been committed.
- J. “Prospective borrower” means and includes any person who seeks to borrow money to finance the acquisition, construction, repair, or maintenance of a housing accommodation.
- K. “Prospective occupant” means and includes any person who seeks to purchase, lease, sublease, or rent a housing accommodation.
- L. “Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, “protective hairstyles” includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

M. “Real estate agent, ~~salesman~~salesperson, or employee” means and includes any person employed by or associated with a real estate broker to perform or assist in the performance of any or all of the functions of real estate broker.

N. “Real estate broker” means and includes any person who for a fee, commission, or other valuable consideration lists for sale, sells, purchases, exchanges, leases or subleases, rents, or negotiates or offers or attempts to negotiate the sale, purchase, exchange, lease, sublease, or rental of a housing accommodation of another, or holds himself out as engaged in the business of selling, purchasing, exchanging, listing, leasing, subleasing, or renting a housing accommodation of another, or collects the rental for the use of a housing accommodation of another.

O. “Respondent” means any person who is alleged to have committed an unfair housing practice.

P. “Rooming unit” means and includes one or more rooms within a dwelling unit or roominghouse containing space for living and sleeping.

Q. “Sexual orientation” means actual or perceived male or female heterosexuality or homosexuality and includes a person’s attitudes, preferences, beliefs, and practices pertaining thereto.

R. “Source of income” includes benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, and other programs administered by any federal, state, local, or nonprofit entity, and wages, interest, dividends, or other remunerations. “Source of income” does not include income derived in an illegal manner.

S. “Unfair housing practice” means any act prohibited by this chapter.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

**Section 3.** Section 5.70.030 of the Tumwater Municipal Code is hereby amended to read as follows:

**5.70.030 Unfair housing practices – Prohibited.**

Unfair housing practices, as defined in this chapter, in the sale and offering for sale and in the rental and offering for rent of housing accommodations, are contrary to the public peace, health, safety, and general welfare, and are prohibited by the city in the exercise of its police power.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

**Section 4.** Section 5.70.040 of the Tumwater Municipal Code is hereby amended to read as follows:

**5.70.040 Unfair housing practices – Designated.**

A. No owner, lessee, sublessee, assignee, real estate broker, real estate ~~salesman~~salesperson, managing agent, or other person having the right to sell, rent,

lease, sublease, assign, transfer, or otherwise dispose of a housing accommodation shall refuse to sell, rent, lease, sublease, assign, transfer, or otherwise deny to, or withhold from any person or group of persons such housing accommodations, or segregate the use thereof, or represent that such housing accommodations are not available for inspection, when in fact they are so available, or expel or evict an occupant from a housing accommodation because of the race, creed, color, religion, ancestry, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, national origin, citizenship or immigration status, honorably discharged veteran or military status, gender, age, families with children status, marital status or sexual orientation of such person or persons, or ~~use of federal housing assistance~~ the source of income by such person or persons, or discriminate against or segregate any person because of his/her race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income, in the terms, conditions, or privileges of the sale, rental, lease, sublease, assignment, transfer or other disposition of any such housing accommodations or in the furnishing of facilities or services in connection therewith.

B. A real estate broker, agent, ~~salesman-salesperson~~, or employee shall not, because of race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income of an occupant, purchaser, prospective occupant or prospective purchaser:

1. Refuse or intentionally fail to list or discriminate in listing a housing accommodation for sale, rent, lease, or sublease;
2. Refuse or intentionally fail to show to a prospective occupant the housing accommodation listed for sale, rental, lease, or sublease;
3. Refuse or intentionally fail to accept and/or transmit to an owner any reasonable offer to purchase, lease, rent, or sublease a housing accommodation;
4. Otherwise discriminate against an occupant, prospective occupant, purchaser, or prospective purchaser of a housing accommodation.

C. No person, bank, banking organization, mortgage company, insurance company, or other financial institution or lender, or any agent or employee thereof, to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, or maintenance of any housing accommodation shall:

1. Discriminate against any person or group of persons because of race, creed, color, religion, ancestry, national origin, citizenship or immigration status,

gender, the presence of any sensory, mental, or physical disability or the use of a dog guide or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income of such person or group of persons or of the prospective occupants or tenants of such real property in the granting, withholding, extending, modifying or renewing, or in the rates, terms, conditions or privileges of, any such financial assistance or in the extension of services in connection therewith; or

2. Use any form of application for such financial assistance, or make any record of inquiry in connection with applications for such financial assistance which expresses, directly or indirectly, any limitation, specification, or discrimination, on the ground of race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability or use of a dog guide or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation or ~~use of federal housing assistance~~ the source of income.

D. An owner, person, real estate broker, agent, ~~salesman~~ salesperson, employee, or lender shall not:

1. Require any information, make or keep any record, or use any form of application containing questions or entries concerning race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability or use of a guide dog or service animal by a person with a disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income in connection with the sale, rental, lease or sublease of any housing accommodation;

2. Publish, circulate, issue or display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement, or sign of any kind relating to the sale, rental, lease, sublease, assignment, transfer or listing of a housing accommodation or accommodations which indicate any preference, limitation, specification, or discrimination based on race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income;

3. Aid, abet, incite, compel, or coerce the doing of any act defined in this chapter as an unfair housing practice, or obstruct or discriminate against a person in any manner because he/she has complied, or proposes to comply, with the provisions of this chapter or has filed a complaint, testified, or assisted in any proceeding under this chapter, or any order issued thereunder, or attempt, either directly or indirectly, to commit any act defined in this chapter to be an

unfair housing practice, or apply any economic sanctions or deny any membership privileges because of compliance with the provisions of this chapter.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

**Section 5.** Section 5.70.050 of the Tumwater Municipal Code is hereby amended to read as follows:

**5.70.050 Exclusions.**

A. Nothing in this chapter shall:

1. Prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than commercial purpose to persons of the same religion, or from giving preference to such persons; provided, that:

a. Membership in such religion is not restricted on account of race, color, or national origin;

b. Such limitation or preference is reasonably in the furtherance of a religious purpose or activity, as of the date of passage of the ordinance codified in this chapter;

2. Prohibit any person from limiting the rental or occupancy of housing accommodation in any sorority, fraternity, school dormitory or similar residential facility to persons of one sex where considerations of personal privacy exist;

3. Be interpreted to prohibit any person from making a choice among prospective purchasers or tenants of real property on the basis of factors other than race, creed, color, religion, ancestry, national origin, citizenship or immigration status, gender, the presence of any sensory, mental, or physical disability, honorably discharged veteran or military status, age, families with children status, marital status, sexual orientation, or source of income;

4. Apply the provisions of this chapter prohibiting discrimination based on familial status to housing for older persons as defined by the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. 3607(B)(1) through (3) as amended by the Housing for Older Persons Act of 1995, P.L. 104-76, as enacted on December 28, 1995, or hereafter amended.

B. To the extent that distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, or government contract, it is not an unfair practice.

C. Nothing in this chapter shall apply to the renting, subrenting, leasing or subleasing of a single-family or duplex dwelling unit wherein the owner or person

entitled to possession thereof normally maintains, or intends to maintain, a permanent residence, home or abode.

(Ord. O2020-019, Amended, 08/04/2020; Ord. O2010-022, Added, 12/21/2010)

**Section 6. Corrections.** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 7. Ratification.** Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

**Section 8. Severability.** The provisions of this ordinance are declared 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 the ordinance, or the validity of its application to other persons or circumstances.

**Section 9. Effective Date.** This ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Published:\_\_\_\_\_

Effective Date:\_\_\_\_\_

TO: General Government Committee  
 FROM: Brad Medrud, Planning Manager  
 DATE: October 12, 2022  
 SUBJECT: Ordinance O2022-012 - Tumwater Housing Action Plan – Rental Housing Code

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1) Recommended Action:

Conduct a briefing on Ordinance No. O2022-012 and schedule a worksession with the City Council.

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2) Background:

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues. As part of that process, the City has been reviewing tenant protections to look for ways to make it easier for people in the City who rent to access housing and stay housed.

In September 2021, the City Council adopted the Tumwater Housing Action Plan, which will inform the City's Comprehensive Plan policies and development regulations and guide implementation strategies to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions that the City could undertake alone or on a regional basis to address tenant protection. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

- 1) Two ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*.
- 2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations and to consider using the program in the future for regular inspections of rental units;
- 3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services; and

Ordinance Nos. O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code* address tenant protections in Title 5 *Business Taxes, Licenses and Regulations* and they are being considered at the same time. Ordinance Nos. O2022-010 *Unfair Housing Practices* contains minor amendments to TMC 5.70 *Unfair Housing Practices*, while Ordinance No. O2022-012 *Rental Housing Code* adds a new chapter entitled Chapter 5.75 *Rental Housing Code*.

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3) Policy Support:

Housing Element Goal H-3: To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.



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4) Alternatives:

- ☐ Modify and recommend the City Council approve Ordinance No. O2022-012
- ☐ Recommend the City Council reject Ordinance No. O2022-012

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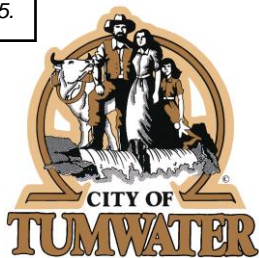
5) Fiscal Notes:

This is an internally funded work program task.

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6) Attachments:

- A. Staff Report
- B. Ordinance No. O2022-012



City Hall  
555 Israel Road SW  
Tumwater, WA 98501-6515  
Phone: 360-754-5855  
Fax: 360-754-4138

## Memorandum

Date: October 12, 2022

To: General Government Committee

From: Brad Medrud, Planning Manager

Subject: Tumwater Housing Action Plan –Tenant Protections – Ordinances No. O2022-010  
*Unfair Housing Practices* and O2022-012 *Rental Housing Code*

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### I. Issue

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues.

As part of this work, the City reviewed actions and measures to take to support tenant protections as a way to make it easier for City residents who rent to access housing and stay housed.

In September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which informs the City's Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions to address tenant protections that the City could undertake alone or on a regional basis. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

- 1) Ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*;
- 2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations with the potential of using the program in the future for regular inspections of rental units; and
- 3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services.

This memorandum discusses the two ordinances that address tenant protections in Title 5 *Business Taxes, Licenses and Regulations* (O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*).

The General Government Committee will receive a briefing on the ordinances on October 12, 2022. The two ordinances are scheduled for a City Council worksession on November 7, 2022 with City Council consideration to follow on December 6, 2022.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022.

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## II. Background

In the spring of 2022, staff integrated *Tumwater Housing Action Plan* actions and City work group measures for City Council consideration in a suggested order of priority items to address the Action #9 in Resolution No. R2018-016.

The priority item list included actions and potential measures amendments to the Tumwater Municipal Code as well as actions and potential measures addressed through education and communication efforts led by the City. For most of the actions and potential measures, staff recommended that the City Council discuss developing a communications strategy to let landlords and tenants know what the City is doing, a schedule for staff to develop and run the programs, and funding through the 2023-24 biennial budgeting process for staffing and other costs.

As part of the communications strategy for the adoption of such actions and potential measures, staff suggested that there should be conversations with tenants, housing advocates, such as

Together! and Homes First, and property owners, landlords, and real estate management companies, to review and provide comment on the implementation of the actions and potential measures considered. The updated draft list of actions and potential measures could also be sent to housing staff at Thurston County and the cities of Lacey and Olympia to get their thoughts and to renew suggestions for regional action.

### III. Actions by Other Jurisdictions

Staff reviewed tenant protections actions taken by five other Washington state cities and included some thoughts in the discussion below. Regulations and other materials can be found in the staff report appendices or included in the discussion packet.

- City of Olympia – A summary of the City of Olympia’s 2022 amendment to OMC 5.82 of the code can be found in Appendix 1.
- City of Auburn – A summary of the City of Auburn’s tenant protection related ordinances can be found in Appendix 2 and its Rental Housing Policy (ACC 5.23) can be found in Appendix 3.
- City of Burien – The City of Burien’s Rental Housing Code (BMC 5.63) can be found in Appendix 4.
- City of Kenmore – The City of Kenmore’s Notice of Rent Increase (KMC 8.55) can be found in Appendix 5.
- City of Tacoma – The City of Tacoma’s Rental Housing Code (TMC 1.95) can be found in Appendix 6. In addition, the City of Tacoma’s Rental Housing Code Information page is a good source of information:

<https://www.cityoftacoma.org/cms/one.aspx?pageId=163295>.

### IV. Addressing Proposed Tenant Protections

The following are the *Tumwater Housing Action Plan* action and City work group measures that are addressed by the two tenant protection ordinances (O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*). Under each of the measures, there is a discussion of the applicable sections of Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)* and sections of applicable regulations from other jurisdictions, followed by the proposed City code language.

Some of the *Tumwater Housing Action Plan* actions and City work group measures would involve registration of property owners providing rental units as a first step to gather information on number of units and contacts for education and updates on City programs. Such a list will be needed to make existing and proposed regulations effective.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022

**Action 2.e. Identify and implement appropriate tenant protections that improve household stability.**

- Such tenant protections could include code amendments as part of a new “Rental Housing Code” chapter in TMC Title 5 *Business Taxes, Licenses and Regulations* (Ordinance No. O2022-012 *Rental Housing Code*) that would address the following:

**Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants**

Notes

- City would need to develop set of standard required information
- Intended result would be better landlord and tenant education
- Best if cross jurisdictional

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.060(12)(a)** touches on this with respect to the landlord’s duties to provide written notice disclosing fire safety and protection. It reads as follows:

*(12)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW **43.44.110**. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW **43.44.110**(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:*

*(i) Whether the smoke detection device is hard-wired or battery operated;*

*(ii) Whether the building has a fire sprinkler system;*

*(iii) Whether the building has a fire alarm system;*

*(iv) Whether the building has a smoking policy, and what that policy is;*

*(v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;*

*(vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and*

*(vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.*

*(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.*

*(c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;*

**RCW 59.18.060(13)** discusses DOH information that landlord is required to provide. It reads as follows:

*(13) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's website or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.030 *Distribution of information required.*
- City of Burien – BMC 5.63.030 *Distribution of information required.*
- City of Tacoma – TMC 1.95.030 *Distribution of information required.*

Proposed City Code Language

**5.75.030 Distribution of information required.**

**A. Distribution of resources by landlord.**

1. *At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tumwater informational website address designated by the City for the purpose of providing housing related information, including rights and responsibilities to tenants.*
2. *In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the housing related information, including rights and responsibilities to tenants that can be found on the website identified above.*

**B. Distribution of information packets by landlord.**

1. *The Director shall obtain and update as necessary, summaries of the Unfair Housing Practices chapter (TMC 5.70), the Rental Housing Code chapter (TMC 5.75), the state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.*
2. *A landlord shall provide a copy of the summaries prepared by the Director to every tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.*
3. *Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.*
4. *For existing tenants, landlords shall distribute copies of the summaries to existing tenants within thirty (30) days after the summaries are made available by the City.*
5. *The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting the tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City on an annual basis and when the City*



*updates its housing regulations, which may be in electronic form unless a tenant otherwise requests written summaries.*

*6. The packet prepared by the Director is informational only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.*

*C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.*

**Measure 3: *Require that deposits, as well as recurring and one time fees be in written agreements***

Notes

- Required in RLTA (RCW 59.18.260) for deposits or securities for leases one year and longer
- RCW 59.18.280-285 addresses the requirement for deposits and fees to be in writing
- It is unclear if recurring fees are included and this might be an area the City would want to address specifically

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.260** reads as follows:

*If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify. No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed*

*and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises. The tenant has the right to request one free replacement copy of the written checklist. If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280.*

**RCW 59.18.065** requires that:

*...when there is a written rental agreement for the premises, the landlord shall provide an executed copy to each tenant who signs the rental agreement. The tenant may request one free replacement copy during tenancy.*

**RCW 59.18.285** addresses nonrefundable fees as follows:

*No moneys paid to the landlord which are nonrefundable may be designated as a deposit or as part of any deposit. If any moneys are paid to the landlord as a nonrefundable fee, the rental agreement shall be in writing and shall clearly specify that the fee is nonrefundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as nonrefundable fees. If the written rental agreement fails to specify that the fee is nonrefundable, the fee must be treated as a refundable deposit under RCW 59.18.260, 59.18.270, and 59.18.280.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted.*
- City of Burien – BMC 5.63.040 *Deposit requirements and installment payments permitted.*
- City of Olympia – Proposed OMC 5.832.050 *Pet Damage Deposits* and proposed OMC 5.832.050 *Limits to Move in Fees.*
- City of Tacoma – TMC 1.95.040 *Deposit requirements and installment payments permitted.*

Proposed City Code Language**5.75.050 Notice of recurring fees.**

*Recurring fees that are not deposits addressed by RCW 59.18.280, RCW 59.18.283, and RCW 59.18.285 shall be included in the written rental agreement. If any moneys are paid to the landlord as a recurring fee and non-refundable, the rental agreement shall be in writing and shall clearly specify that the fee is recurring and non-refundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as recurring fees and non-refundable. If the written rental agreement fails to specify that the fee is non-refundable, the fee must be treated as a refundable deposit under RCW 59.18.260, RCW 59.18.270, and RCW 59.18.280.*

**Measure 4: Make landlord failure to comply a renter defense to eviction and the landlord subject to liability and penalties**

Notes

- Right to counsel for indigent tenants per RCW 59.18.640
- City would need to provide education packet and require information
- Civil penalties would likely be available a deterrent
- Would likely be applicable only if a court case is filed
- RCW 59.18.240 addresses retaliation by landlord and the City would probably want to have a similar Tumwater specific provision

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

Not sure if this is of interest here, but RCW **59.18.090** addresses landlord's failure to remedy defective condition – tenant's choice of actions:

*If, after receipt of written notice, and expiration of the applicable period of time, as provided in RCW **59.18.070**, the landlord fails to remedy the defective condition within a reasonable time the tenant may:*

*(1) Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case he or she shall be discharged from payment of rent for any period following the quitting date, and shall be entitled to a pro rata refund of any prepaid rent, and shall receive a full and specific*

*statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW **59.18.280**;*

*(2) Bring an action in an appropriate court, or at arbitration if so agreed, for any remedy provided under this chapter or otherwise provided by law; or*

*(3) Pursue other remedies available under this chapter.*

You may also want to review **RCWs 59.18.100 and 59.18.110**. They address other Landlord failures to carry out duties, but may not necessarily be specific to what was discussed in the meeting.

**RCW 59.18.240** discusses prohibited reprisals or retaliatory actions by landlord:

*So long as the tenant is in compliance with this chapter, the landlord shall not take or threaten to take reprisals or retaliatory action against the tenant because of any good faith and lawful:*

*(1) Complaints or reports by the tenant to a governmental authority concerning the failure of the landlord to substantially comply with any code, statute, ordinance, or regulation governing the maintenance or operation of the premises, if such condition may endanger or impair the health or safety of the tenant; or*

*(2) Assertions or enforcement by the tenant of his or her rights and remedies under this chapter.*

*"Reprisal or retaliatory action" shall mean and include but not be limited to any of the following actions by the landlord when such actions are intended primarily to retaliate against a tenant because of the tenant's good faith and lawful act:*

*(a) Eviction of the tenant;*

*(b) Increasing the rent required of the tenant;*

*(c) Reduction of services to the tenant; and*

*(d) Increasing the obligations of the tenant.*

#### Applicable Regulations from Other Jurisdictions

- City of Tacoma – TMC 1.95.090(A)(2) *Compliance and enforcement.*

Proposed City Code Language

See section in **red** below.

**5.75.130 Compliance and enforcement.**

**A. Compliance.**

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after \_\_\_\_\_, 2022, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a one hundred and twenty (120) day or sixty (60) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

**B. Rebuttable Presumption.**

1. If a landlord provides a sixty (60) day notice to vacate under TMC 5.75.090(C), and within ninety (90) days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume

*that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).*

*2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that the termination was either due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.*

**C. Powers and duties of the Director.**

*1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.*

**D. Violations.**

*1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.*

**Measure 5: Prohibit waiving of city requirements**

Notes

- Same waiver protections for municipal requirements as RLTA (RCW 59.18.230)
- RCW 59.18.230 addresses the prohibition of waivers in leases and the City would probably want to have a similar Tumwater specific provision.

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.230 was revised in 2022.** It now reads as follows:

*(1)(a) Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW **59.18.360** and shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.*

*(b) Any agreement, whether oral or written, between a landlord and tenant, or their representatives, and entered into pursuant to an unlawful detainer action under this chapter that requires the tenant to pay any amount in violation of RCW **59.18.283** or the statutory judgment amount limits under RCW **59.18.410** (1) or (2), or waives any rights of the tenant under RCW **59.18.410** or any other rights afforded under this chapter except as provided in RCW **59.18.360** is void and unenforceable. A landlord*

*may not threaten a tenant with eviction for failure to pay nonpossessory charges limited under RCW 59.18.283.*

*(2) No rental agreement may provide that the tenant:*

*(a) Agrees to waive or to forgo rights or remedies under this chapter; or*

*(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement; or*

*(c) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter; or*

*(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or*

*(e) And landlord have agreed to a particular arbitrator at the time the rental agreement is entered into; or*

*(f) Agrees to pay late fees for rent that is paid within five days following its due date. If rent is more than five days past due, the landlord may charge late fees commencing from the first day after the due date until paid. Nothing in this subsection prohibits a landlord from serving a notice to pay or vacate at any time after the rent becomes due.*

*(3) A provision prohibited by subsection (2) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him or her to be prohibited, the tenant may recover actual damages sustained by him or her, statutory damages not to exceed ~~((five hundred dollars))~~ \$500, costs of suit, and reasonable attorneys' fees.*

*(4) The common law right of the landlord of distress for rent is hereby abolished for property covered by this chapter. Any provision in a rental agreement creating a lien upon the personal property of the tenant or authorizing a distress for rent is null and void and of no force and effect. Any landlord who takes or detains the personal property of a tenant without the specific written consent of the tenant to such incident of taking or detention, and who, after written demand by the tenant for the return of his or her personal property, refuses to return the same promptly shall be liable to the tenant for the value of the property retained, actual damages, and if the refusal is intentional, may also be liable for damages of up to ~~((five hundred dollars))~~ \$500 per day but not to exceed ~~((five thousand dollars))~~ \$5,000, for each day or part of a day that the tenant is deprived of his or her property. The prevailing party may recover his or her costs of suit and a reasonable attorneys' fee.*



*In any action, including actions pursuant to chapters **7.64** or **12.28** RCW, brought by a tenant or other person to recover possession of his or her personal property taken or detained by a landlord in violation of this section, the court, upon motion and after notice to the opposing parties, may waive or reduce any bond requirements where it appears to be to the satisfaction of the court that the moving party is proceeding in good faith and has, prima facie, a meritorious claim for immediate delivery or redelivery of said property.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070(B) *Just cause eviction.*
- City of Burien – BMC 5.63.070(2) *Just cause eviction.*
- City of Kenmore – KMC 8.55.040 *Rental agreement that waives tenant's remedies prohibited – Exception.*
- City of Tacoma – TMC 1.95.090(A)(3)(b) *Compliance and enforcement.*

#### Proposed City Code Language

See section in red below.

#### **5.75.130 Compliance and enforcement.**

##### **A. Compliance.**

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after \_\_\_\_\_, 2022, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a one hundred and twenty (120) day or sixty (60)

day “no cause” notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

*b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.*

4. *Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.*

**B. Rebuttable Presumption.**

1. *If a landlord provides a sixty (60) day notice to vacate under TMC 5.75.090(C), and within ninety (90) days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).*

2. *To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that the termination was either due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.*

**C. Powers and duties of the Director.**

1. *The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.*

**D. Violations.**

1. *If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.*

**Measure 7: Require notification a set number of days prior to eviction due and of no-cause eviction**

**Part 1**

**Notes**

- State law requires a 60-day notice period to end tenancy by landlords unless specific conditions are met per ESHB 1236

- Would 90 days be more useful and when would be the best situations?
- For month to month, 120-day notice required for change to condominium, demolition, or substantial rehabilitation by landlord
- RCW 59.18.200 and RCW 59.18.650 cover eviction notice. I think this takes care of our concerns. No additional action required.

#### Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

This is addressed in **RCW 59.18.200(2)** as follows:

*(2)(a) Whenever a landlord plans to change to a policy of excluding children, the landlord shall give a written notice to a tenant at least 90 days before the tenancy ends to effectuate such change in policy. Such 90-day notice shall be in lieu of the notice required by subsection (1) of this section. However, if after giving the 90-day notice the change in policy is delayed, the notice requirements of subsection (1) of this section shall apply unless waived by the tenant.*

*(b) Whenever a landlord plans to change any apartment or apartments to a condominium form of ownership, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends, in compliance with RCW **64.34.440**(1), to effectuate such change. The 120-day notice is in lieu of the notice required in subsection (1) of this section. However, if after providing the 120-day notice the change to a condominium form of ownership is delayed, the notice requirements in subsection (1) of this section apply unless waived by the tenant.*

*(c)(i) Whenever a landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends. This subsection (2)(c)(i) does not apply to jurisdictions that have created a relocation assistance program under RCW **59.18.440** and otherwise provide 120 days' notice.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070 *Just cause eviction*.
- City of Burien – BMC 5.63.
- City of Tacoma – TMC 1.95.070 *Notice to vacate requirements*.

Proposed City Code Language

- No changes proposed unless we want to change the state 60-day notice to a 90-day notice. See section in red below.

**5.75.090 Notice to vacate requirements.**

A. *The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy.*

B. *Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least one hundred and twenty (120) days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also provide at the same time the information required under TMC 5.75.030.*

C. *Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least **sixty (60) days** preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.*

D. *Notice requirements, generally.*

1. *Notices provided in this section shall comply with RCW 59.12.040 and RCW 59.18.650, as they exist and as they hereinafter are amended.*

2. *The notice shall list the name of the tenant and the dwelling unit number.*

3. *Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.*

E. *The notices required herein do not apply when:*

1. *A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; or*

2. *A landlord is required to repair the dwelling unit due to a violation of the "International Property Maintenance Code", TMC 15.18, or other city regulations or is found to be either derelict or unfit.*

**Part 2****Notes**

- Need to review state law for exemptions for military families on evictions.

**Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)**

**RCW 59.18.200(b)** states,

*(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a rental agreement with less than 20 days' written notice if the tenant receives permanent change of station or deployment orders that do not allow a 20-day written notice.*

And **RCW 59.18.220** outlines armed forces exceptions to end of tenancy as follows:

*(1) Except as limited under RCW **59.18.650**, in cases where premises are rented for a specified time, by express or implied contract, the tenancy shall be deemed expired at the end of such specified time upon notice consistent with RCW **59.18.650**, served in a manner consistent with RCW **59.12.040**.*

*(2) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a tenancy for a specified time if the tenant receives permanent change of station or deployment orders. Before ending the tenancy, the tenant, or that tenant's spouse or dependent, shall provide written notice of 20 days or more to the landlord, which notice shall include a copy of the official military orders or a signed letter from the service member's commanding officer confirming any of the following criteria are met:*

*(a) The service member is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;*

*(b) The service member is prematurely or involuntarily discharged or released from active duty;*

*(c) The service member is released from active duty after having leased the rental premises while on active duty status and the rental premises is 35 miles or more from the service member's home of record prior to entering active duty;*

*(d) After entering into a rental agreement, the commanding officer directs the service member to move into government provided housing;*

*(e) The service member receives temporary duty orders, temporary change of station orders, or active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period not less than 90 days; or*

*(f) The service member has leased the property, but prior to taking possession of the rental premises, receives change of station orders to an area that is 35 miles or more from the location of the rental premises.*

#### Applicable Regulations from Other Jurisdictions

- None.

#### Proposed City Code Language

- No changes proposed.

### **Measure 8: *Require notification a set number of days prior to any rent increase***

#### Notes

- See City of Kenmore example below:

#### **8.55.020 Regulations.**

For any rental agreement or renewal of a rental agreement for a residential rental unit in the City of Kenmore entered into after September 1, 2019, the landlord shall include or shall be deemed to include a provision requiring a minimum of 90 days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant are to increase by 10 percent or more over the periodic or monthly rental rate charged the same tenant for the same rental unit and same services for any period or month during the preceding 12-month period.

- 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440 in 2019
- City of Olympia recently updated there notice time as follows:
  - 120 days notice required for rent increases over 5% (Effective four month after adoption of Olympia's ordinance in August 2022)
  - 180 days notice required for rent increases over 10% (Effective six month after adoption of Olympia's ordinance in August 2022)
- Staff supports adding the City of Olympia recent changes.

- Should be limit on the frequency of rent increases? Maybe the formula of giving notice takes care of that. If a landlord really wants a 30% rent increase, they could do a series of smaller increases over time, or could just do the 180 day notice and have it done.
- RCW 59.18.140 addresses notice of rent increase and no additional action required.

#### Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.140(3)(a) and (b) state:**

*(3)(a) Except as provided in (b) of this subsection, a landlord shall provide a minimum of sixty days' prior written notice of an increase in the amount of rent to each affected tenant, and any increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement.*

*(b) If the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted.*
- City of Kenmore – KMC 8.55.020 *Regulations.*
- City of Tacoma – TMC 1.95.060 *Notice to increase rent requirements.*
- City of Olympia – OMC 5.82 *Rental housing code.*

#### Proposed City Code Language

##### **5.75.070 Notice to increase rent requirements.**

###### **A. Special circumstances.**

*1. A landlord is required to provide a minimum of one hundred and twenty (120) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than five (5) percent of the rent over the periodic or monthly rental rate charged the same tenant*



*for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

*2. A landlord is required to provide a minimum of one hundred and eighty (180) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than ten (10) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

*3. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty (30) days prior written notice of an increase in the amount of rent to each affected tenant.*

*4. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040.*

*B. Circumstances not addressed by TMC 5.75.070(A).*

*1. A landlord is required to provide a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by five (5) percent or less of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

*2. Notice of any rental increase of five (5) percent or less may be served in accordance with RCW 59.12.040.*

Additional Notes

- Tenant protections can mean putting a burden on small owners, who often are unable to afford to subsidize their rental property. Staff recommends starting this program with larger rental properties.
- This action is expected to require a high level of effort to implement and have a medium effect on housing supply.
- A City communications strategy will be needed.
- Discuss with Elisa Sparkman with the Thurston County Housing Action Team, the County Healthy Homes Program, and Christa at the City of Olympia.
- This action will require City Council consideration of an ordinance to amend TMC Title 5 *Business Taxes, Licenses and Regulations* and funding for staffing through the 2023-24 biennial budgeting process.

**V. Additional Notice Required**

Pursuant to EHB 2971, passed by the 2016 state legislature and codified at RCW 64.06.080 and RCW 43.110.030(2)(e), the Municipal Research and Service Center is directed to provide the following on its website:

- A summary of all requirements imposed by cities, towns, and counties on landlords or sellers of real property to provide information to a buyer or tenant "pertaining to the subject property or to the surrounding area"; and
- An internet link to the ordinances, resolutions, or policies imposing those requirements.

For that reason, City should provide to Municipal Research and Service Center a summary of any pertinent ordinance, resolution, or policy that impose requirements on sellers or landlords to disclose designated information to purchasers or renters; and an internet link to the ordinance, resolution, or policy.

**Appendix 1. City of Olympia Rental Housing Ordinance**

Olympia City Council passed an ordinance (OMC 5.82) on August 16, 2022 that provides additional protections for Olympia renters. The ordinance includes the following provisions:

- Limits pet deposits to 25% of one month's rent and allows tenants the ability to pay the deposit over 3 consecutive monthly payments (Effective September 20, 2022)
- Limits move-in costs to one month's worth of rent (move in costs can include a security deposit and/or last month's rent) (Effective September 20, 2022)
- Requires 120 days' notice for rent increases over 5% (Effective December 19, 2022)
- Requires 180 days' notice for rent increases over 10% (Effective February 17, 2023)

Note that these provisions do not apply to subsidized housing properties where the amount of rent is calculated based on tenant income, but do apply to landlords who rent to tenants who use a Section 8 Housing Choice voucher.

**Appendix 2. City of Auburn Ordinances and Regulations**

Auburn City Code **Chapter 18.04** - Definitions for Communal Residence, Family, Foster Care Homes, Group Residence Facilities, Renting of Rooms, Assisted Living Facilities, Convalescent Homes, Supportive Housing

Auburn City Code **Chapter 18.07.020** - Permitted Use Table for Residential Zones

Auburn City Code **Chapter 18.31.130** - Communal Residence Standards

**Ordinance 6560** - 2015 Communal Residence Code Amendments

Auburn City Code **Chapter 5.22** - Rental Housing Business License Requirements

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The following is what is required by the City of Auburn as of 2020 at three different phases of the rental process:

1. At time of application the landlord must provide the tenant with their written rental criteria and the website address designated by the City for the purpose of obtaining information on:
  - Local code enforcement action relating to the property
  - Website address to the Washington Secretary of State for the purposes of registering to vote or changing address if already registered to vote.
2. When a rental agreement/lease is offered, the landlord must provide the tenant with a written copy of the summaries prepared by the City, which includes information on the following:
  - Rental Housing Code (ACC 5.23)
  - Auburn Building and Property Maintenance Code
  - Washington State Residential Landlord-Tenant Act (RLTA) (RCW 59.18)
  - Forcible Entry and Forcible Unlawful Detainer (RCW 59.12)
3. During tenancy, landlords must provide tenants with a notice of resources prepared by the City when the landlord serves any notice to a tenant under RCW 59.12.030 which include:
  - 14-day pay or vacate
  - 3-day for waste or nuisance
  - 10-day comply or vacate
  - Notice to terminate tenancy

Landlords are required to provide copies of summaries to existing tenants within 30 days of them being made available by the City of Auburn. The initial distribution of information to tenants

must be in written form and landlords must obtain tenant’s signature documenting receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

**Appendix 3. City of Auburn– Rental Housing Policy (ACC 5.23)****Chapter 5.23****RENTAL HOUSING POLICY**

## Sections:

- 5.23.010 Purpose and intent.
- 5.23.020 Definitions.
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**5.23.010 Purpose and intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Auburn. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Auburn. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Auburn. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Auburn residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. (Ord. 6786 § 1, 2020.)

**5.23.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- A. "Assisted housing development" means a multifamily rental housing development that both receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.
- B. "Days" means calendar days unless otherwise provided.
- C. "Director" means the director of community development of the city of Auburn department of community development, or the director of community development's designee.

D. “Dwelling unit” 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.

E. “Immediate family member” includes the spouse or domestic partner, dependent children, and other dependent relatives.

F. “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. As of the effective date of the ordinance codified in this chapter, the RLTA defines “landlord” as “the owner, lessor, or sub-lessor 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 sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager.”

G. “Nonrefundable move-in fees” means nonrefundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

H. “Owner” means the owner of record as shown on the last King County tax assessment roll or such owner’s authorized agent.

I. “Rent” or “rental amount” means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

J. “Rental agreement” 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.

K. “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.

L. “Substantial rehabilitation” means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

M. “Tenant” means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. (Ord. 6786 § 1, 2020.)

### **5.23.030 Distribution of information required.**

A. *Distribution of Resources by Landlord.*



1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the city, with a city of Auburn informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.
2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

*B. Distribution of Information Packets by Landlord.*

1. The director of community development shall prepare and update as necessary, summaries of this chapter, the Auburn Building and Property Maintenance Code (Chapter 15.20 ACC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.
2. A landlord shall provide a copy of the summaries prepared by the director of community development to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.
5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.
6. The packet prepared by the director of community development includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director of community development liable for any misstatement or misinterpretation of the applicable laws.

C. *Notice of Resources.* A landlord is required to provide a copy of resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. (Ord. 6786 § 1, 2020.)

**5.23.040      Deposit requirements, notice of rent increase requirements and installment payments permitted.**

A. A landlord may not increase the rent or charge any nonrent charges except in accordance with this section, unless such increase or charge has been agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement:

1. A landlord may not increase the rent of a tenant by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase shall take effect. Any rental increase of five percent or less may be served in accordance with state or other applicable law.

- a. Pursuant to RCW 58.19.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

- b. Any notice of a rent increase shall be served in accordance with RCW 59.12.040.

2. Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter. Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts as deposit or security for performance over six months upon moving into the unit. However, additional security deposits may be added for tenants that have pets; provided, that those deposits are reasonable and do not embed other types of deposits or fees.

3. Any fees for late payment of rent shall not exceed \$10.00 per month. No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.

4. No other fees may be charged in connection with the lease or rental agreement unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement; provided, that the landlord may recoup from the tenant actual costs incurred by the landlord and caused by or attributable to the tenant if consistent with the written lease or rental agreement.

B. *Installment Payments, Generally.* Upon a tenant's written request, tenants may pay security deposits, nonrefundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and nonrefundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

C. *Fixed-Term Tenancies for Three Months or Longer.* For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

D. *Month-to-Month or Two-Month Tenancy.* For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

E. A tenant's failure to pay a security deposit, nonrefundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 14-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

F. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

G. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

H. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

I. Nothing in this chapter prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by Chapter 59.18 RCW. (Ord. 6786 § 1, 2020.)

**5.23.050 Notice requirement generally – Reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. (Ord. 6786 § 1, 2020.)

**5.23.060 Notice of proposed sale of low-income housing.**

A. Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development, shall notify the director of community development of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this subsection, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of community development of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. The following exceptions apply:

1. Properties that are transferred to family members, transferred through will, or that are not listed for sale; or
2. Properties where 20 percent or fewer of the units are studio apartments and that is what is triggering the notice provisions of this section. (Ord. 6786 § 1, 2020.)

**5.23.070 Just cause eviction.**

A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). Owners of housing units shall not evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Auburn as required by Chapter 5.22 ACC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Auburn pursuant to Chapter 5.22 ACC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);
2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;
3. The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;
4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;
5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subsection as the cause for eviction;
6. The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, 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 in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

- a. 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 in a newspaper of general circulation, or
  - b. 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, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;
- 7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;
- 8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;
- 9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;
- 10. The owner seeks to discontinue use of a housing unit unauthorized by ACC Title 18 after receipt of a notice of violation;
- 11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles 15 and 18, and:
  - a.
    - i. The number of such individuals was more than is lawful under the current version of ACC Title 15 or 18, and
    - ii. That number has not increased with the knowledge or consent of the owner, and
    - iii. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and
  - b. The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and
  - c. After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and
  - d. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than

the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner’s option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC Title 15 and the emergency conditions identified in the order have not been corrected;

13. The owner seeks to discontinue sharing with a tenant of the owner’s own housing unit, i.e., the unit in which the owner resides, 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. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title 19;

14. A tenant, or with the consent of the tenant, the tenant’s subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has “engaged in criminal activity” if he or she:

a. Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or

b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

B. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

C. With any termination notices required by law, owners terminating or refusing to renew or continue a tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

D. If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection (A)(5), (A)(6) or (A)(13) of this section as the grounds for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director of community development, then the owner must, within 10 days of being notified by the director of community development of the complaint, complete and file with the director of community development a certification stating the owner’s intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

E. In any action commenced to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or to otherwise terminate the tenancy of any tenant, it shall be a defense



to the action that there was no just cause for such eviction or termination as provided in this section.

F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (A)(5), (A)(6), (A)(8), (A)(11), (A)(12) or (A)(13) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

G. An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (A)(5), (A)(6) or (A)(8) of this section as the grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees. (Ord. 6786 § 1, 2020.)

#### **5.23.080 Compliance and enforcement.**

##### **A. Powers and Duties of the Director of Community Development.**

1. The director of community development is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.
2. The director of community development shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided, that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.
3. The director of community development is authorized to request records from landlord and the landlord shall allow the director of community development access to such records, as well as a complete roster of tenants' names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

##### **B. Violation.**

1. If a violation of this chapter occurs, the director of community development shall utilize the procedures outlined in Chapter 5.15 ACC.
2. The director of community development may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director of community development finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director of community development may issue a penalty that shall be \$1,000.
3. Any civil penalties paid by the landlord shall be kept by the city and may be utilized to help offset payments that are due by the tenant.

4. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King 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 costs, reasonable attorneys' fees, and expenses.

a. A landlord who violates this chapter shall be liable for penalties of up to two times the monthly rent of the dwelling unit at issue.

b. 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.

*C. Administrative Review by the Director.*

1. *General.* A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

2. *How to Request Administrative Review.* A person may request an administrative review of the notice of violation or penalty by filing a written request with the director of community development within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director of community development should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director of community development shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

3. *Decision of Director.* After considering all of the information provided, the director of community development shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director of community development's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first-class mail.

*D. Appeals to the Hearing Examiner of Director's Decision.* Appeal of the director's decision shall be made within 10 days from the date of the director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the hearing examiner, which appeal shall be governed by Chapters 2.46 and 5.15 ACC. (Ord. 6786 § 1, 2020.)

**The Auburn City Code is current through Ordinance 6849, passed February 22, 2022.**

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

## **Appendix 4. City of Burien– Rental Housing Policy (BMC 5.63)**

### **Chapter 5.63**

#### **RENTAL HOUSING POLICY**

##### Sections:

- 5.63.010 Purpose and intent.
- 5.63.020 Definitions.
- 5.63.030 Distribution of information required.
- 5.63.040 Deposit requirements and installment payments permitted.
- 5.63.050 Notice requirement generally – Reasonable accommodation request.
- 5.63.060 Notice of proposed sale of low-income housing.
- 5.63.070 Just cause eviction.
- 5.63.075 Housing ombudsman.
- 5.63.080 Compliance and enforcement.

##### **5.63.010 Purpose and intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Burien. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Burien. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Burien. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Burien residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. [Ord. 716 § 1 (Exh. A), 2019]

##### **5.63.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- (1) "Assisted housing development" means a multifamily rental housing development that both receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.
- (2) "Days" means calendar days unless otherwise provided.

- (3) “Director” means the city of Burien director of planning and community development, or the director’s designee.
- (4) “Dwelling unit” 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.
- (5) “Housing costs” means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.
- (6) “Immediate family member” includes the spouse or domestic partner, dependent children, and other dependent relatives.
- (7) “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. As of the effective day of the ordinance codified in this chapter, the RLTA defines “landlord” as “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.”
- (8) “Nonrefundable move-in fees” means nonrefundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).
- (9) “Owner” means the owner of record as shown on the last King County tax assessment roll or such owner’s authorized agent.
- (10) “Rent” or “rental amount” means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.
- (11) “Rental agreement” 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.
- (12) “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.

(13) “Substantial rehabilitation” means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

(14) “Tenant” means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. [Ord. 716 § 1 (Exh. A), 2019]

### **5.63.030 Distribution of information required.**

#### **(1) Distribution of Resources by Landlord.**

(a) At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord’s written rental criteria and, once created by the city, with a city of Burien informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

(b) In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

#### **(2) Distribution of Information Packets by Landlord.**

(a) The director shall prepare, and update as necessary, summaries of this chapter, the Burien Building and Property Maintenance Code (Chapter 15.40 BMC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and fair housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

(b) A landlord shall provide a copy of the summaries prepared by the director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

(c) Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

(d) For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.

(e) The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant’s signature documenting tenant’s receipt of such information. If a tenant refuses to provide a signature documenting the tenant’s receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a

landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.

(f) The packet prepared by the director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director liable for any misstatement or misinterpretation of the applicable laws.

(3) Notice of Resources. A landlord is required to provide a copy of a resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. [Ord. 716 § 1 (Exh. A), 2019]

#### **5.63.040 Deposit requirements and installment payments permitted.**

(1) Installment Payments, Generally. Upon a tenant's written request, tenants may pay security deposits, nonrefundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and nonrefundable move-in fees in installments if (a) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (b) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

(2) Fixed-Term Tenancies for Three Months or Longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

(3) Month-to-Month or Two-Month Tenancy. For any rental agreement term that establishes a tenancy from month to month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

(4) A tenant's failure to pay a security deposit, nonrefundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 10-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

(5) Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

(6) No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

(7) A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

(8) Nothing in this chapter prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by Chapter 59.18 RCW. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.050 Notice requirement generally – Reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.060 Notice of proposed sale of low-income housing.**

Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Seattle metropolitan statistical area, as adjusted for household size, shall notify the director of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this section, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.070 Just cause eviction.**

(1) Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). Owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can

prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Burien as required by Chapter 5.62 BMC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Burien pursuant to Chapter 5.62 BMC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

(a) The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

(b) The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;

(c) The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;

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

(e) The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director may reduce the time required to give notice to no less than 60 days if the director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection (1)(e) if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

(f) The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director may reduce the time required to give notice to no less than 60 days if the director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the



purposes of this subsection, 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 in a newspaper of general circulation. 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 in a newspaper of general circulation, 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, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;
- (g) The tenant’s occupancy is conditioned upon employment on the property and the employment relationship is terminated;
- (h) The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days’ written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;
- (i) The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days’ written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;
- (j) The owner seeks to discontinue use of a housing unit unauthorized by BMC Title 19 after receipt of a notice of violation;
- (k) The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by BMC Title 15; and
  - (i) (A) The number of such individuals was more than is lawful under the current version of BMC Title 15; and
    - (B) That number has not increased with the knowledge or consent of the owner; and
    - (C) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and
  - (ii) The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and

- (iii) After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and
- (iv) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;
- (l) An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to BMC Title 15 and the emergency conditions identified in the order have not been corrected;
- (m) The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, 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. This subsection does not apply if the owner has received a notice of violation of the development standards of BMC Title 19;
- (n) A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:
  - (i) Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or
  - (ii) Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.
- (2) Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.
- (3) With any termination notices required by law, owners terminating any tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.
- (4) If a tenant who has received a notice of termination of tenancy claiming subsection (1)(e), (f) or (m) of this section as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director, then the owner must, within 10 days of being notified by the director of the complaint, complete and file with the director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

(5) In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.

(6) It shall be a violation of this section for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (1)(e), (f), (h), (k), (l) or (m) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

(7) An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (1)(e), (f) or (h) of this section as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right of action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees. [Ord. 716 § 1 (Exh. A), 2019]

#### **5.63.075 Housing ombudsman.**

(1) It is the intent of the city of Burien to establish, in addition to other remedies or rights of appeal of any person under local, state or federal law, an independent, impartial local office readily available to the public and empowered to investigate housing disputes; to direct tenants, landlords and persons to the right avenue of recourse and/or the proper venue for recourse for conflicts; to assist in resolving problems and grievances between a landlord and a tenant; to document and identify issues and problems with residential rental housing and landlord-tenant relationships; and to recommend needed changes to laws to the city of Burien city council.

(2) The office of housing ombudsman is hereby established in the city of Burien for the health, safety and welfare of citizens seeking or who have obtained residential housing, or who offer or provide residential housing in the city of Burien.

(3) The housing ombudsman shall report to the city manager. This arrangement helps to guarantee the independence of the housing ombudsman, who is not only providing a direct service to citizens but is performing a role in legislative oversight of the city of Burien housing ombudsman program by reporting to the city manager.

(4) The housing ombudsman shall be a person of recognized judgment, objectivity and integrity who is well equipped to analyze problems of law, administration and public policy.

(5) No person while serving as ombudsman:

(a) Shall engage in any other occupation, business, or profession likely to detract from the full-time performance of his or her duties as ombudsman; or

(b) Shall engage in any other occupation, business or profession likely to result in a conflict of interest or an appearance of impropriety or partiality.

(6) The housing ombudsman shall follow the policies, rules and procedures as adopted by the city of Burien for the office of housing ombudsman. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.080 Compliance and enforcement.****(1) Powers and Duties of the Director.**

(a) The director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the director shall hold one or more public hearings prior to adoption of final rules and regulations.

(b) The director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided, that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

(c) The director is authorized to request records from landlord and the landlord shall allow the director access to such records, as well as a complete roster of tenants' names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

**(2) Notice of Violation.**

(a) If a violation of this chapter occurs, the director shall issue a notice of violation. A notice of violation shall include:

(i) The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;

(ii) A description of the violation and a reference to the provisions of this chapter which have been violated;

(iii) A description of the action required to comply with the provisions of this chapter;

(iv) A statement that the landlord to whom a notice of violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the city clerk no later than 10 days after the notice of violation has been issued;

(v) A statement that penalties will accrue as provided in this chapter;

(vi) An advisory letter to provide the landlord with a timeline of the process and an invitation to conciliate.

(b) The notice of violation shall be delivered, in writing, to the person to whom the notice of violation is issued by personal delivery or first-class mail.

**(3) Civil Penalties.**

(a) Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

(i) For a violation of distribution of information required (BMC 5.63.030), deposit requirements and installment payments (BMC 5.63.040), or notice requirement generally (BMC 5.63.050), a landlord shall be subject to the following penalties:

(A) For the first violation for each affected dwelling unit, \$500.00; and

(B) For each affected dwelling unit for each subsequent violation within a three-year period, \$1,000.

(ii) Unless otherwise stated in BMC 5.63.070(7), for a violation of just cause eviction (BMC 5.63.070) a landlord shall be subject to the following penalties:

(A) For each violation from the date the violation begins for the first 10 days of noncompliance, \$250.00 per day, per dwelling unit;

(B) For each violation for each day beyond 10 days of noncompliance until compliance is achieved, \$500.00 per day, per dwelling unit.

(b) The director may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director may issue a penalty that shall be \$1,000.

(c) Any civil penalties paid by the landlord shall be kept by the city.

(4) Administrative Review by the Director.

(a) General. A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

(b) How to Request Administrative Review. A person may request an administrative review of the notice of violation or penalty by filing a written request with the director within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

(c) Decision of Director. After considering all of the information provided, the director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first-class mail.

(5) Appeals to the Hearing Examiner of Director's Decision. Appeal of the director's decision shall be made within 10 days from the date of the director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the hearing examiner, which appeal shall be governed by Chapter 2.15 BMC. [Ord. 716 § 1 (Exh. A), 2019]

**Appendix 5. City of Kenmore– Notice of Rent Increase (KMC 8.55)****Chapter 8.55****NOTICE OF RENT INCREASE**

## Section:

8.55.010 Definitions.

8.55.020 Regulations.

8.55.030 Provisions in violation of restrictions null and void.

8.55.040 Rental agreement that waives tenant’s remedies prohibited – Exception.

**8.55.010 Definitions.**

A. “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord-Tenant Act of 1973 (RLTA) in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, 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.

B. “Rental agreement” means a rental agreement as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. 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.”

C. “Rental unit” means a residential dwelling unit as defined in KMC 18.20.810, occupied or rented by a tenant.

D. “Tenant” means a tenant as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. 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.” [Ord. 19-0484 § 2 (Exh. A).]

**8.55.020 Regulations.**

For any *rental agreement* or renewal of a *rental agreement* for a residential *rental unit* in the City of Kenmore entered into after September 1, 2019, the *landlord* shall include or shall be deemed to include a provision requiring a minimum of 90 days’ prior written notice whenever the periodic or monthly housing costs to be charged a *tenant* are to increase by 10 percent or more over the periodic or monthly rental rate charged the same *tenant* for the same *rental unit* and same services for any period or month during the preceding 12-month period. [Ord. 19-0484 § 2 (Exh. A).]

**8.55.030 Provisions in violation of restrictions null and void.**

Any provisions in violation of KMC 8.55.020 in a *rental agreement* are null and void and of no lawful force and effect. [Ord. 19-0484 § 2 (Exh. A).]

**8.55.040 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. [Ord. 19-0484 § 2 (Exh. A).]

**Appendix 6. City of Tacoma – Rental Housing Code (TMC 1.95)****CHAPTER 1.95****RENTAL HOUSING CODE**

## Sections:

1.95.010 Purpose and Intent.

1.95.020 Definitions.

1.95.030 Distribution of information required.

1.95.040 Deposit requirements and installment payments permitted.

1.95.050 Notice requirement generally—reasonable accommodation request.

1.95.060 Notice to increase rent requirements.

1.95.070 Notice to vacate requirements.

1.95.080 Tenant relocation assistance

1.95.090 Compliance and enforcement.

1.95.100 Severability.

**1.95.010 Purpose and Intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of Tacoma.

It is the City’s intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Tacoma. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. 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. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use; conversion from one type residential use to another type residential use, such



as a conversion to a retirement home, emergency shelter, transient hotel, or short-term rental as defined in Tacoma Municipal Code (“TMC”) 13.06.700; the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” are provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means the destruction of premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights, or the Director’s designee.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

“Dwelling 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.

“Immediate family member” 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.

“Non-refundable move-in fees” means non-refundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

“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.

"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.

"Security deposit" means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. "Security deposit" does not include a fee.

"Substantial rehabilitation" is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

"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.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.030 Distribution of information required.**

#### **A. Distribution of resources by landlord.**

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tacoma informational website address designated by the City for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within City limits, findings or settlements related to housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

#### **B. Distribution of information packets by landlord.**

1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.
5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.
6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

C. Notice of resources.

A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.040 Deposit requirements and installment payments permitted.**

A. Installment payments, generally.

Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

B. Fixed-term tenancies for three months or longer.

For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to

reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

C. Month-to-month or two-month tenancy.

For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 14-day notice pursuant to RCW 59.12.030(3).

E. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

H. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.050 Notice requirement generally – reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests, as required in TMC 1.29.120.D, received from a tenant related to the service of any notice required by this chapter.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.060 Notice to increase rent requirements.**

A landlord is required to provide the minimum written notice, as outlined in Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or monthly housing

costs to be charged a tenant will increase by any amount charged the same tenant for the same housing unit.

(Ord. 28596 Ex. A; passed Jul. 9, 2019; Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.070 Notice to vacate requirements.**

A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy and apply before the expiration of a fixed-term lease, unless the lease automatically converts to a month-to-month or periodic tenancy at the end of its expiration.

B. Requirement for notice to tenant when tenant displaced.

When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least 120 days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also serve at the same time the Tenant Relocation Information Packet and further comply with the Tenant Relocation Assistance requirements in TMC 1.95.080.B.

C. Requirement for notice to tenant to terminate tenancy.

Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (C)(7) below and as otherwise provided in this subsection.

2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and

b. The landlord has provided the tenant before the end of the initial lease period at least 60 days' advance written notice ending the tenancy, served in a manner consistent with RCW 59.12.040.

3. If a landlord and tenant enter into a rental agreement for a specified period in which the tenancy by the terms of the rental agreement does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

- b. The landlord has provided the tenant before the end of the specified period at least 60 days' advance written notice that the tenancy will be deemed expired at the end of such specified period, served in a manner consistent with RCW 59.12.040; and
- c. The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point since the inception of the tenancy.
- 4. For all other tenancies of a specified period not covered under (2) or (3) of this subsection, and for tenancies of an indefinite period on a month-to-month or periodic basis, a landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below. Upon the end date of the tenancy of a specified period, the tenancy becomes a month-to-month tenancy.
- 5. Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in compliance with the requirements in subsection (C)(7) below.
- 6. A tenant may end a tenancy for a specified time by providing notice in writing not less than 20 days prior to the ending date of the specified time.
- 7. The following reasons listed in this subsection constitute cause pursuant to subsection (C)(1) of this section:
  - a. When a tenant defaults in rent as outlined in RCW 59.18.650(2)(a), as it currently exists or is hereinafter amended, the landlord may serve a 14 day comply or vacate notice.
  - b. When a tenant substantially breaches a material lease or a tenant obligation as imposed by law outlined in RCW 59.18.650(2)(b), as it currently exists or is hereinafter amended, the landlord may serve a 10 day comply or vacate notice.
  - c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as outlined in RCW 59.18.650.2(c), as it currently exists or is hereinafter amended, the landlord may serve a 3 day notice to vacate.
  - d. When the owner or immediate family member wants to occupy the unit as their primary residence, as outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended, provided that 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 4 as the cause for the lease ending, the landlord may serve a 90 day notice to vacate.
  - e. When the owner elects to sell the dwelling unit, as outlined in RCW 59.18.610(2)(e), as it currently exists or is hereinafter amended, the landlord may serve a 90 day notice to vacate.
  - f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).

g. When 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, as outlined in RCW 59.18.650(2)(g), and the landlord served a 120 day advanced written notice.

h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as outlined in TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when the landlord rents to four or more tenants in the same dwelling unit.

j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

k. When he or she does not comply with signing a new rental agreement, as outlined in RCW 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

n. When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant, as outlined in RCW 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice to vacate.

q. When a tenant does not comply with applying or signing a rental agreement after the original tenant has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the landlord must serve the tenant with a 30 day notice to apply or vacate.

#### D. Notice requirements, generally.

1. Notices provided in this section shall comply with RCW 59.12.040, as it exists or as hereinafter amended.

2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the dwelling unit at the end of the month or period of tenancy.

3. The notice shall list the name of the tenant and the dwelling unit number.

4. Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.

#### E. Tenant meeting.

A tenant who receives a 120-day notice as provided herein may request an in person meeting with the landlord to discuss the upcoming termination. If such request is made, the landlord shall schedule, notify tenants in writing, and hold such a meeting within 20 days of such request, at a time and location reasonably convenient for the parties. A landlord may schedule and hold one meeting for multiple tenants and requests. A landlord holding such meeting at a reasonable time and location shall meet the requirements herein, regardless of whether the impacted tenants attend.

#### F. The notices required herein do not apply when:

A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28645 Ex. A; passed Dec. 17, 2019: Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.080 Tenant relocation assistance.**

#### A. Tenant relocation assistance for condemned or unlawful dwelling.

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.

#### B. Tenant relocation assistance for low-income tenants when residential property demolished, substantially rehabilitated, or upon the change of use.

##### 1. When tenant relocation assistance applies.

This section shall apply to low-income tenants when a notice is required under TMC 1.95.070.B, except as otherwise expressly required by state or federal law, and with the exception of displacement of tenants from the following:

a. Any dwelling unit demolished or vacated because of damage caused by an event beyond the landlord’s control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste, natural disaster, or other destruction;

b. Any dwelling unit ordered vacated or demolished pursuant to TMC 2.01.050, Minimum Building and Structures Code, because of damage within the landlord’s control;



- c. Any dwelling unit owned or managed by the Tacoma Housing Authority;
- d. Any dwelling unit located inside the boundaries of a major educational institution which is owned by the institution and which is occupied by students, faculty, or staff of the institution;
- e. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and
- f. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

## 2. Tenant Relocation Information Packet.

When a landlord intends to displace a tenant, prior to the landlord providing the notice outlined in TMC 1.95.070.B, the landlord shall obtain from the City one Tenant Relocation Information Packet for each dwelling unit where tenants will be displaced. The Tenant Relocation Information Packet shall contain the following:

- a. A Relocation Assistance Certification Form with instructions for its submission to the Director; and
- b. A description of the relocation benefits potentially available to eligible tenants.

## 3. Delivery of Tenant Relocation Information Packet.

When a landlord serves the notice required under TMC 1.95.070.B, the landlord shall also deliver a Tenant Relocation Information Packet to each dwelling unit where the tenants will be displaced.

4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord shall provide the Director with a list of names of the legal tenants and number of dwelling units for the dwelling units at issue.

## 5. Tenant eligibility for relocation assistance.

Low income tenants who are parties to a rental agreement for the dwelling unit may be eligible for relocation assistance only if the tenant to be displaced resides in a dwelling unit at issue when the landlord delivers the Tenant Relocation Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in Pierce County.

## 6. Tenant income verification.

a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the legal occupants of the dwelling unit for the previous calendar year, the total combined income of all of the adult occupants for the current calendar year, and any other information that the Director may require to determine eligibility for this program. A tenant who, with good cause,

is unable to return the certification form within 20 days may, within 20 days after the date of delivery of the Tenant Relocation Information Packet, submit to the Director a written request for an extension of time which details the facts supporting the claim of “good cause.” If the request is submitted within the 20-day period and the facts constitute good cause in accordance with rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance Certification Form may be extended by the Director another 20 days. The Director shall review the request and notify the tenant and landlord if an extension has been granted within ten business days.

b. If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance.

c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance Certification Form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

#### 7. Relocation assistance verification.

Within 14 days of the Director’s receipt of the signed Relocation Assistance Certification Forms from all tenants who are parties to a rental agreement in a dwelling unit, or within 14 days of the expiration of the same tenants’ 20-day period for submitting signed Relocation Assistance Certification Forms to the Director, whichever occurs first, the Director shall send to each dwelling unit household who submitted a signed certification form and to the landlord, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the dwelling unit’s certification form indicates eligibility for relocation assistance.

#### 8. Relocation assistance payments.

a. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the Director, may receive a total relocation assistance payment of \$2,000 for their eligible dwelling unit. The amount of relocation assistance shall be adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The relocation assistance payment shall be in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

b. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

c. A tenant may be eligible to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken as outlined herein, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.

d. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation assistance. The Director shall notify the landlord obligated to pay such relocation assistance of the request. Within 21 days after submission of the tenants' request to the Director, the landlord and the City shall provide eligible tenants who will be displaced with their portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment.

#### 9. Appeal.

a. Either the tenant or the landlord may file an appeal with the Hearing Examiner, pursuant to TMC Chapter 1.23, of the Director's determination of the tenant's eligibility for relocation assistance or to resolve a dispute between the parties relating to unlawful detainer actions during relocation. An appeal regarding eligibility for relocation assistance shall be filed within ten days after the landlord or tenant receives the Director's notice of tenant eligibility. All requests for an appeal shall be in writing and shall clearly state specific objections and the relief sought, and shall be filed with the City Clerk. A record shall be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The Hearing Examiner shall issue a decision within 30 days of a request for a hearing by either the tenant or landlord.

b. Judicial review of an administrative hearing decision relating to relocation assistance may be made by filing a petition in Pierce County Superior Court within ten days of the Hearing Examiner's decision. Judicial review shall be confined to the record of the administrative hearing and the court may reverse the decision only if the administrative findings, inferences, conclusions, or decision is:

- (1) In violation of constitutional provisions;
- (2) In excess of the authority or jurisdiction of the administrative hearing officer;
- (3) Made upon unlawful procedure or otherwise is contrary to law; or
- (4) Arbitrary and capricious.

10. If the City makes no appropriation to support this relocation assistance program in this subsection TMC 1.95.080.B, then neither the landlord nor the City shall be subject to the relocation assistance requirements for low-income tenants, and tenants shall not be entitled to relocation assistance as otherwise provided.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.090 Compliance and enforcement.**

##### A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to:

(1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law; or

(2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.

b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended, or requires a tenant to provide more than a 20-day notice to terminate tenancy, is subject to civil penalties.

#### 5. Joint and Several Responsibility and Liability.

Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

#### B. Rebuttable Presumption.

1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, and within 90 days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the 120-day notice to terminate requirement in TMC 1.95.070.B.

2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that either the termination was due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.

#### C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of final rules and regulations.

2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

3. The Director is authorized to request records from landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

#### D. Notice of Violation.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of Violation shall include:

- a. The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;
- b. A description of the violation and a reference to the provisions of this chapter which have been violated;
- c. A description of the action required to comply with the provisions of this chapter;
- d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the City Clerk no later than ten days after the Notice of Violation has been issued;
- e. A statement that penalties will accrue as provided in this chapter;
- f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to conciliate.

2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of Violation is issued by personal delivery or first-class mail.

#### E. Civil Penalties.

1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

a. For a violation of Distribution of information required (TMC 1.95.030), Deposit requirements and installment payments (TMC 1.95.040), Notice requirement generally (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), a landlord shall be subject to the following penalties:

- (1) For the first violation for each affected dwelling unit, \$500; and
- (2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.

b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance (TMC 1.95.080), Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090.A.4), a landlord shall be subject to the following penalties:

(1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;

(2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.

3. If the tenants have already relocated, but a violation of the notices required pursuant to Section 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.

4. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.

5. Any civil penalties paid by the landlord shall be kept by the City.

#### F. Administrative Review by Director.

##### 1. General.

A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.

##### 2. How to request administrative review.

A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.

##### 3. Decision of Director.

After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first class mail.

#### G. Appeals to the Hearing Examiner of Director's Decision.

Appeal of the Director's decision shall be made within ten days from the date of the Director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the Hearing Examiner, which appeal shall be governed by TMC 1.23.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.100 Severability.**

Tumwater Housing Action Plan –Tenant Protections – Ordinances No. O2022-010 *Unfair  
Housing Practices and O2022-012 Rental Housing Code*

October 12, 2022

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If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**ORDINANCE NO. O2022-012**

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, adding a new chapter entitled Chapter 5.75 *Rental Housing Code* to Title 5 *Business Taxes, Licenses and Regulations*, as more particularly described herein.

**WHEREAS**, in 2010 the City Council passed Ordinance O2010-022 establishing a policy to assure equal opportunity to all persons to live in decent housing; and prohibiting discrimination, including use of federal housing assistance; and

**WHEREAS**, in 2018 the City Council passed Resolution R2018-016, which included a number of actions to start to reduce homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues; and

**WHEREAS**, Resolution R2018-016 included Action #9 under “Boost Housing Affordability” to enact policies to protect tenants experiencing housing instability; and

**WHEREAS**, after the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues; and

**WHEREAS**, since 2018, the City has been reviewing actions and measures to take to support tenant protections as a way to make it easier for people in the City who rent to access housing and stay housed; and

**WHEREAS**, the City has shared its list of potential measures with staff at Thurston County and the cities of Olympia and Lacey with the intent of working on some of the potential measures regionally; and

**WHEREAS**, since 2018, the state legislature has passed a number of bills on the state level addressing tenant protections in the RLTA; and

**WHEREAS**, the draft list of potential measures has been updated to reflect these state actions; and

**WHEREAS**, in 2020 the City Council passed Ordinance O2020-019 adding and updating protected parties and definitions in TMC 5.70 *Unfair Housing Practices*; and



**WHEREAS**, in September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which will inform the City’s Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs; and

**WHEREAS**, the *Tumwater Housing Action Plan* contains three strategies and ten actions that the City has agreed to undertake that are most relevant to addressing tenant protections; and

**WHEREAS**, *Tumwater Housing Action Plan* Action 2.e. states, “Identify and implement appropriate tenant protections that improve household stability”; and

**WHEREAS**, the General Government Committee held a briefing to discuss tenant protections on February 9, 2022; and

**WHEREAS**, the City Council held a worksession to discuss tenant protections on March 22, 2022; and

**WHEREAS**, the General Government Committee held a briefing on the proposed code amendments on October 12, 2022 and the City Council held a worksession on November 7, 2022; and

**WHEREAS**, on December 6, 2022 the City Council held a public hearing and considered the proposed code amendments; and

**WHEREAS**, the Tumwater City Council finds it is in the best interests of its residents and supports the health, safety, and welfare to update its policy to include additional tenant protections.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** A new Chapter 5.75, “Rental Housing Code,” is hereby added to the Tumwater Municipal Code to read as follows:

**Chapter 5.75  
RENTAL HOUSING CODE**

**Sections:**

- 5.75.010 Definitions**
- 5.75.030 Distribution of information required**
- 5.75.050 Notice of recurring fees**
- 5.75.070 Notice to increase rent requirements**
- 5.75.090 Notice to vacate requirements**

### **5.75.130 Compliance and enforcement**

#### **5.75.010 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means (I) the conversion of any dwelling unit from a residential use to a nonresidential use; (II) conversion from one type of residential use to another type of residential use, such as a conversion to an adult family home, residential care facility, group foster home, senior housing facility, emergency housing or shelter, or transitional housing as defined in TMC 18.04; or (III) the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” as provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” means the destruction of any dwelling unit. Any “demolition” as provided herein requires displacement of a tenant.

“Deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. A deposit does not include a fee.

“Director” means the Director of the Community Development Department, or the Director’s designee, as it exists or is hereinafter amended.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

“Dwelling 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 manufactured or mobile homes.

“Housing costs” means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, but do not include utility charges based on usage and the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.

“Immediate family member” 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.

“Owner” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means one or more persons, or entities, jointly or severally, in whom is vested:

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

"Property" or "rental property" means all dwelling units on a contiguous quantity of land managed by the same landlord as a single, rental complex.

“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.

“Rental agreement” or “lease” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements that establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

“Substantial rehabilitation” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

“Tenant” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means any person who is permitted to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement and includes those persons who are considered to be tenants under the state RLTA, chapter 59.18 RCW and those tenants whose living arrangements are exempted from the state RLTA under RCW 59.18.040(3). For purposes of this chapter, “tenant” shall not include the owner of a dwelling unit or members of the owner’s immediate family.

#### **5.75.030 Distribution of information required.**

- A. Distribution of resources by landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tumwater informational website address designated by the City for the purpose of providing housing related information, including rights and responsibilities to tenants.
2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the housing related information, including rights and responsibilities to tenants that can be found on the website identified above.

B. Distribution of information packets by landlord.

1. The Director shall obtain and update as necessary, summaries of the Unfair Housing Practices chapter (TMC 5.70), the Rental Housing Code chapter (TMC 5.75), the state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.
2. A landlord shall provide a copy of the summaries prepared by the Director to every tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall distribute copies of the summaries to existing tenants within thirty (30) days after the summaries are made available by the City.
5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting the tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City on an annual basis and when the City updates its housing regulations, which may be in electronic form unless a tenant otherwise requests written summaries.
6. The packet prepared by the Director is informational only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

**5.75.050 Notice of recurring fees.**

Recurring fees that are not deposits addressed by RCW 59.18.280, RCW 59.18.283, and RCW 59.18.285 shall be included in the written rental agreement. If any moneys are paid to the landlord as a recurring fee and non-refundable, the rental agreement shall be in writing and shall clearly specify that the fee is recurring and non-refundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as recurring fees and non-refundable. If the written rental agreement fails to specify that the fee is non-refundable, the fee must be treated as a refundable deposit under RCW 59.18.260, RCW 59.18.270, and RCW 59.18.280.

**5.75.070 Notice to increase rent requirements.**

A. Special circumstances.

1. A landlord is required to provide a minimum of one hundred and twenty (120) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than five (5) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.
2. A landlord is required to provide a minimum of one hundred and eighty (180) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than ten (10) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.
3. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty (30) days prior written notice of an increase in the amount of rent to each affected tenant.
4. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040.

B. Circumstances not addressed by TMC 5.75.070(A).

1. A landlord is required to provide a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by five (5) percent or less of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

2. Notice of any rental increase of five (5) percent or less may be served in accordance with RCW 59.12.040.

**5.75.090 Notice to vacate requirements.**

A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy.

B. Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least one hundred and twenty (120) days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also provide at the same time the information required under TMC 5.75.030.

C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least sixty (60) days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.

D. Notice requirements, generally.

1. Notices provided in this section shall comply with RCW 59.12.040 and RCW 59.18.650, as they exist and as they hereinafter are amended.

2. The notice shall list the name of the tenant and the dwelling unit number.

3. Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.

E. The notices required herein do not apply when:

1. A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; or

2. A landlord is required to repair the dwelling unit due to a violation of the "International Property Maintenance Code", TMC 15.18, or other city regulations or is found to be either derelict or unfit.

**5.75.130 Compliance and enforcement.**

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after \_\_\_\_\_, 2022, shall include, or

is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a one hundred and twenty (120) day or sixty (60) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

#### B. Rebuttable Presumption.

1. If a landlord provides a sixty (60) day notice to vacate under TMC 5.75.090(C), and within ninety (90) days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).

2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that the termination was either due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.

#### C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.

D. Violations.

1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.

**Section 2. Corrections.** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. Ratification.** Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

**Section 4. Severability.** The provisions of this ordinance are declared 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 the ordinance, or the validity of its application to other persons or circumstances.

**Section 5. Effective Date.** This ordinance shall become effective one hundred and twenty (120) days after passage, approval, and publication as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Published: \_\_\_\_\_



Effective Date: \_\_\_\_\_

TO: General Government Committee  
FROM: Brad Medrud, Planning Manager  
DATE: October 12, 2022  
SUBJECT: Ordinance No. O2022-023, Suspending Annual Comprehensive Plan Amendments

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1) Recommended Action:

Conduct a briefing on Ordinance No. O2022-023 and schedule the ordinance for consideration by City Council at their October 18, 2022 meeting.

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2) Background:

In accordance with RCW 36.70A.130, the City must periodically review, and if needed, revise its Comprehensive Plan and development regulations every ten years to ensure compliance with the Washington State Growth Management Act. The City must complete the current periodic update on or before June 30, 2025.

Pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2), proposed map and text amendments to the City's Comprehensive Plan and corresponding rezones are only considered once per calendar year. Individuals and agencies may submit applications for Comprehensive Plan amendments on an annual basis by a date set by the City Council, generally before the first Monday in December for the following year.

The periodic update of the Comprehensive Plan will commence in 2022 using a phased, multiyear approach, and involving a multidisciplinary team spanning all City departments. Accepting proposals for annual Comprehensive Plan amendments may be in conflict with and complicate the periodic update and divert limited resources from the periodic update. In lieu of the annual amendment process, amendment requests may be incorporated into the periodic update and considered together with other proposed changes to the Comprehensive Plan.

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3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

GOAL LU-2: Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.

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4) Alternatives:

☐ None

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5) Fiscal Notes:

This is an internally funded work program task.

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6) Attachments:

A. Ordinance No. O2022-023

**ORDINANCE NO. O2022-023**

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, suspending TMC 18.60.010(B)(3), TMC 18.60.010(C)(3), and TMC 18.60.010(D)(3) related to acceptance of annual Comprehensive Plan amendment applications during the state required periodic update of the Comprehensive Plan.

**WHEREAS**, in accordance with RCW 36.70A.130, the City of Tumwater must periodically review, and if needed, revise its Comprehensive Plan and development regulations every ten years to ensure compliance with the Washington State Growth Management Act; and

**WHEREAS**, in accordance with RCW 36.70A.130(5), the City of Tumwater must complete the periodic update on or before June 30, 2025; and

**WHEREAS**, in accordance with TMC 18.60.010, individuals and agencies may submit applications for Tumwater Comprehensive Plan amendments on an annual basis by a date set by the City Council, generally before the first Monday in December for the following year; and

**WHEREAS**, the periodic update of the Tumwater Comprehensive Plan will commence in 2022 using a phased, multiyear approach, and involving a multidisciplinary team spanning all City departments; and

**WHEREAS**, accepting proposals for annual Comprehensive Plan amendments may be in conflict with and complicate the periodic update and divert limited resources from the periodic update; and

**WHEREAS**, in lieu of the annual amendment process, amendment requests may be incorporated into the periodic update and considered together with other proposed changes to the Tumwater Comprehensive Plan; and

**WHEREAS**, the City is required to plan under Chapter 36.70A RCW, the Growth Management Act; and

**WHEREAS**, this Ordinance meets the goals and requirements of the Growth Management Act; and

**WHEREAS**, the City of Tumwater has adopted a Comprehensive Plan, in accordance with the GMA; and

**WHEREAS**, this Ordinance is consistent with the City's Comprehensive Plan; and

**WHEREAS**, the General Government Committee held a briefing on this Ordinance on October 12, 2022; and

**WHEREAS**, the City Council considered this Ordinance October 18, 2022; and

**WHEREAS**, the City Council finds that the provisions of this Ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1. Specific Action Approved.** TMC 18.60.010(B)(3), TMC 18.60.010(C)(3), and TMC 18.60.010(D)(3) are hereby suspended beginning October 1, 2022 until June 30, 2025. Proposals for annual Tumwater Comprehensive Plan amendments, as set forth in TMC 18.60.010, shall not be accepted during the periodic update of the Tumwater Comprehensive Plan, October 1, 2022 through June 30, 2025.

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 3. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 4. Severability.** The provisions of this Ordinance are declared 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 the Ordinance, or the validity of its application to other persons or circumstances.

**Section 5. Effective Date.** This Ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Published:\_\_\_\_\_

Effective Date:\_\_\_\_\_

TO: General Government Committee  
FROM: Ann Cook, Communications Manager  
DATE: October 12, 2022  
SUBJECT: City Logo

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1) Recommended Action:

Provide feedback to staff on concepts and process for transition to new logo for the City of Tumwater.

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2) Background:

The current City logo dates back to the mid-1980s and features an image that is historic in its design motif and style with a narrow interpretation of the culture and history of our community as seen today.

Our brand is more than our logo or wordmark. Brands are often confused with logos, slogans, taglines or other recognizable marks that are marketing tools to promote goods and services.

Brand experience is the sum of all the sensations, thoughts, feelings, and reactions that individuals have in response to a brand. It is the lasting impression that remains after someone encounters or engages with a brand in *any* environment.

As a marketing tool, an impactful logo should resonate with all stakeholders and help people belong to the city.

A contemporary logo design demonstrates the City's ability to adapt to changing demographics and cultivates an image of the organization's culture. It allows the public to feel reassured the organization will be proactive in keeping current and will provide the best in services. A city logo, as brand identity of a city, symbolizes a city's assets and positive features in people's minds and plays a significant role to reinforce the city branding strategy

The City needs a new logo that makes a strong, positive first impression and differentiates Tumwater from other cities and destinations.

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3) Policy Support:

**Our Vision**

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engaged residents, and living connection to its history.

**Beliefs: We Believe in P-E-O-P-L-E**

**People**

We respect the diverse people that make up the social fabric of our community and strive to be inclusive of all people. We value and seek to strengthen our vibrant neighborhoods

that are cornerstones of civic life and community identity. As we pursue our goals and the long-term sustainability of the City organization, we value the contributions and diversity of our staff, support their continued personal and professional growth, and act to retain their expertise for the good of the community.

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4) Alternatives:

- ☐ Retain current logo or staff will present several conceptual logo ideas
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5) Fiscal Notes:

Costs to finalize artwork for new logo will be under \$5000 and payable from the current Executive Department and Non-departmental budgets.

Expenditures for a transition of the current logo will be minimal and accommodated in department budgets primarily in 2023-24.

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6) Attachments:

None.