

Residential Tenant Protections Background Information and Frequently Asked Questions (FAQs)

1. When did Kenmore City Council pass residential tenant protection regulations?

On Monday, March 28th, 2022, the Kenmore City Council approved Ordinance 22-0545 (Ordinance) adopting revisions to Chapter 8.55 of the Kenmore Municipal Code (KMC), "Tenant Protections". The Ordinance established several residential tenant protections. The Ordinance went into effect April 7, 2022, and can be found at this link:

[Kenmore - Document Center \(civicweb.net\)](https://www.civicweb.net)

2. Under the Ordinance, what notice is required for rent increases?

Under KMC 8.55.030 – Notice of rent increases:

- Requires 120 days' written notice for rent increases greater than 3%
- Requires 180 days' written notice for rent increases greater than 10%

Rents are increasing at a rapid pace and many renters cannot afford to pay. The longer notice of rent increase provides renters time to find a way to pay the additional amount or find a new home which may reduce the potential for becoming homeless.

Other jurisdictions:

- City of Seattle: 180 days' notice of any rent increase (09/2021)
- Unincorporated King County: 120 days' notice for rent increases larger than 3% (07/2021)
- City of Auburn: 120 days' notice for rent increases larger than 5% (08/2020)

3. Is KMC 8.55.030 rent control?

No. This new residential tenant protection only regulates the time for providing written notice for rent increases, it does not control the amount of rent a landlord can charge for rental properties. State law does not allow rent control.

4. Does the Ordinance limit late fees for nonpayment of rent?

Yes. KMC 8.55.050 limits late fees or costs charged to a tenant due to nonpayment of rent to a maximum of 1.5% of the tenant's monthly rent.

Other jurisdictions:

- City of Auburn: capped at \$10.00 per month (2020)
- Unincorporated King County: capped at 1.5% of monthly rent (07/2021)

5. Does the Ordinance limit move-in fees and security deposits?

Yes. KMC 8.55.040 caps total move-in fees and security deposits to one month's rent.

Large upfront costs are one of the main reasons renters have trouble finding new housing. Many rentals require upfront payment of first month's rent, last month's rent, a security deposit and other various fees.

Other jurisdictions:

- Unincorporated King County: Total move-in fees (all charges beyond the first month's rent) are capped at one month's rent. (07/2021)
- City of Seattle: Non-refundable fees are capped at 10% of monthly rent. Security deposit and fees combined cannot exceed one month's rent. (01/2017)
- City of Auburn: Security deposit and fees cannot exceed monthly rent. (2020)

6. Under the Ordinance, can a tenant pay move-in fees and security deposits under a payment plan?

Yes. KMC 8.55.040(A)-(b) allows tenants to choose to pay move-in fees and security deposits under a payment plan as follows:

- Tenants entering rental agreements with terms lasting 6 or more months may choose to pay their move-in fees and security deposits in 6 equal monthly installments over the first 6 months of occupying the dwelling unit.
- Tenants entering rental agreements with terms lasting fewer than 6 months or month-to-month rental agreements, may choose to pay move-in fees and security deposits in 2 equal monthly installments over the first 2 months of occupying the dwelling unit.

Other jurisdictions:

- City of Seattle: 6-month installment payment plan allowed for security deposit, fees and last month's rent for leases of 6 months or more; 4 or 2 installments allowed for shorter leases. (01/2017)
- Unincorporated King County: 6-month installment payment plan if lease is 6 months or more, or 2 installments if lease is less than 6 months. (07/2021)
- City of Burien: 3-month installment payment plan for leases greater than 2 months. (2019)
- City of Auburn: 3-month installment payment plan for leases greater than 3 months or two installment payment plan if less than 6 months. (2020)
- City of Tacoma: 3-month installment payment plan if lease is greater than 3 months. (2018)

7. When can a tenant adjust the due date of rent payments?

Under KMC 8.55.060, rental agreements must include (or are deemed to include) a provision stating that when late fees may be assessed after rent becomes due, then the tenant may propose that the due date be altered to a different date of the month. A landlord must agree to such proposal if the request is submitted in writing and the tenant can demonstrate that the primary source of income is a regular monthly source of governmental assistance that is not received until after the date rent is due in the rental agreement.

Renters on fixed income may not receive this on the first day of the month. The Ordinance allows the date to be adjusted based on when the tenant receives income.

Other jurisdictions:

- State law: Permits a tenant who relies on a government source of income to alter their rent due date to up to five days after the date rent becomes due.
- Unincorporated King County: Rental agreements must include a provision allowing tenants to adjust the due date of rent payments if the tenant has a fixed income source that makes it hard to pay rent on the date otherwise specified in the rental agreement.

8. Can a landlord require a social security number to screen a prospective tenant?

Under KMC 8.55.070 a landlord may request a social security number but cannot require it for screening a prospective tenant. A tenant's refusal to provide a social security number cannot be a basis for a landlord's refusal to enter into a rental agreement.

The practice of requiring a social security number impacts immigrant communities. The new residential tenant protection does not prevent landlords from requesting a social security number, they just cannot require it. A landlord may utilize information including, but not limited to, previous names, addresses, personal references and work history to screen prospective tenants. A landlord maintains the right to take adverse action because of inaccurate, unfavorable or unavailable screening results. A landlord found in violation of this requirement shall be liable to the prospective tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or one month of rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

Other jurisdictions:

- Unincorporated King County: Prohibits landlords from requiring a social security number for the purposes of screening a prospective tenant. (07/2021)

9. How are the new residential tenant protections enforced?

Under KMC 8.55.100, a landlord found in violation of the renter protection provisions is liable to a tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or three times the monthly rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

10. Do residential tenant protections apply to all tenants?

Under KMC 8.55.020, the adopted tenant protections apply to all tenants governed by the Residential-Landlord Tenant Act (Chap. 59.18 RCW) and the Manufactured/Mobile Home Landlord=Tenant Act (Chap. 59.20 RCW), and are in addition to the provisions in those chapters.

11. Are the residential tenant protections in effect for residents of a manufactured housing community?

Yes. State law includes certain rules for residents of manufactured housing communities who own their home but rent their pad. The City's rules supplement these requirements so that, for example, rents cannot be increased more than 10% without a 180-day notice of rent increase.

12. Will there be further discussion for exempting residential tenant protections for landlords with four or fewer rental units?

At the June 13, 2022, Council meeting, after much discussion, the Council decided not to exempt renter protection regulations for landlords renting four or fewer rental units.

13. Is Kenmore considering other tenant protections?

Yes. At the June 13, 2022, Council meeting, Council discussed several additional tenant protections and gave direction to bring back an ordinance at a future council meeting for consideration and adoption of the following tenant protections – tentatively scheduled at the July 25, 2022, Council meeting.

- a. **Just cause eviction protections:** State law prohibits landlords from evicting tenants without just cause and gives specific notice requirements for terminating a tenancy depending on the reason for the just cause termination. State law also provides certain exemptions to the just cause provisions. Council direction to consider Just cause eviction protections comparable to State law and remove just cause exemptions

Other jurisdictions:

- City of Federal Way: Just cause protections removing just cause exemptions - passed by initiative in 2019.
- City of Auburn: Passed just cause protections removing just cause exemptions in 2020.
- City of Seattle: Removed just cause exemptions in its just cause eviction ordinance in 2021.
- Unincorporated King County: Passed just cause protections and removed just cause exemptions in 2021.

- b. **Ban on abusive, deceptive, and unfair practices in rental housing:** For example, taking advantage of a lack of a tenant's understanding of tenancy or rights. Council direction to consider regulations comparable to King County.

Other jurisdictions:

- Unincorporated King County: Landlords are prohibited from unfair, abusive or deceptive acts or practices. (07/2021)