

Chapter 9.54

TENANT PROTECTIONS

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9.54.010 Definitions.

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW [59.18.030](#) under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

“Dwelling” or “dwelling unit” has the same meaning as RCW [59.18.030\(10\)](#), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined “dwelling unit” to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household,

including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

“Landlord” has the same meaning as RCW [59.18.030\(16\)](#), as may be amended, and excluding the living arrangements identified in RCW [59.18.040](#). At the time of passage of the ordinance codified in this chapter, the RLTA defined “landlord” as the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

“Rental agreement” or “lease” has the same meaning as RCW [59.18.030\(30\)](#), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “rental agreement” as all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

“Subsidized housing” has the same meaning as RCW [59.18.030\(33\)](#), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “subsidized housing” as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) a federal program or state housing program administered by the department of commerce or the Washington State Housing Finance Commission; (b) a federal housing program administered by a city or county government; (c) an affordable housing levy authorized under RCW [84.52.105](#); or (d) the surcharges authorized in RCW [36.22.178](#) and [36.22.179](#) and any of the surcharges authorized in Chapter [43.185C](#) RCW.

“Tenant” has the same meaning as RCW [59.18.030\(34\)](#), as may be amended, and excluding the living arrangements identified in RCW [59.18.040](#) and [59.20.030\(24\)](#), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement, and RCW [59.20.030](#) defined “tenant” as any person, except a transient, who rents a mobile home lot. (Ord. 3091 § 2, 2022).

9.54.020 Applicability.

RMC [9.54.030](#) through [9.54.090](#) apply to tenancies governed by Chapter [59.18](#) RCW (RLTA) and Chapter [59.20](#) RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters. (Ord. 3091 § 2, 2022).

9.54.030 Notice of rent increase.

A. Any rental agreement or renewal of a rental agreement, ~~regardless of whether the tenancy is month to month or for a term greater or lesser than month to month~~, shall:

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~~1. State the dollar amount of the rent or rent increase;~~

~~2. and include, or shall be deemed to include, a provision requiring not less than:~~

~~1. One hundred twenty (120) days' written notice for rent increases greater than three percent; and~~

~~3. Comply with the terms of RCW 59.18.700 and RCW 59.20.370 as may be amended.~~

~~2. One hundred eighty (180) days' written notice for rent increases greater than 10 percent.~~

B. If the rental agreement governs subsidized housing where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, the landlord shall provide a minimum of thirty (30) days' prior written notice of an increase in the amount of rent to each affected tenant. (Ord. 3091 § 2, 2022).

~~C. In no case may a tenant be required to notify the landlord of their intention to continue the tenancy more than 20 days before the tenancy ends.~~

9.54.035 Tenant Rights – Distribution and Content.

~~A. Distribution. A copy of the tenant rights shall be physically provided to the tenant when a lease is entered into or renewed.~~

C. Content. Material shall at a minimum include tenant rights information provided by this chapter and Chapters 59.18 and 59.20 as may be amended of the Revised Code of Washington. Sample materials are available at City Hall or on the City of Redmond web page.

9.54.040 Move-in fees and security deposits – Limits – Exceptions – Payments by tenants.

A. Move-in Fees and Security Deposits. All move-in fees and security deposits charged by a landlord before a tenant takes possession of a dwelling unit shall not exceed one month's rent, except in subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing shall not include tenancies regulated under Section 8 of the Housing Act of 1937, [42 U.S.C. § 1437f](#), commonly known as the housing choice voucher program.

B. Payments by tenants.

1. Tenants entering rental agreements with terms lasting six or more months may choose to pay their move-in fees and security deposits in six equal monthly installments over the first six months occupying the dwelling unit.

2. Tenants entering rental agreements with terms lasting fewer than six months or month-to-month rental agreements may choose to pay move-in fees and security deposits in two equal monthly installments over the first two months occupying the dwelling unit. (Ord. 3091 § 2, 2022).

9.54.050 Late fees – Limits.

Late fees and penalties due to nonpayment of rent charged to a tenant shall not exceed one and one-half percent of the tenant's monthly rent. (Ord. 3091 § 2, 2022).

9.54.055 Fee Transparency - Required Rental Agreement Contents – Tenant Acknowledgment.

- A. Rent and Fee Disclosure. All rent and fees to be charged to a tenant, whether one-time or reoccurring, must be disclosed on a single page addendum to all rental agreements. Fees may not be added or increased during the term of the agreed upon tenancy unless accepted by the tenant and acknowledged in writing.
- B. Tenant Acknowledgment. The Rent and Fee Disclosure required by subsection A of this section must be presented to the tenant and acknowledged by the tenant's signature.

9.54.060 Late fees – Specification of dates – Notice – Accommodation request not excuse for refusal to enter rental agreement.

Rental agreements shall include a provision stating that when late fees may be assessed after rent becomes due, the tenant may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW [59.18.170\(3\)](#), a landlord shall agree to such a proposal if it is submitted in writing and the tenant can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the rental agreement. A landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant requests such accommodations. (Ord. 3091 § 2, 2022).

9.54.065 Social security number by landlord not required but may be requested – Tenant not agreeing to provide social security number not allowed for landlord's refusal – Allowed information for screening – Allowed landlord actions.

A landlord shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW [59.18.257](#). A landlord may request a social security number and screen prospective tenants. A landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant does not agree to provide a social security number. A landlord may utilize information including, but not limited to, previous names, addresses, personal references, and work history to screen prospective

tenants. A landlord shall maintain the right to take adverse action because of inaccurate, unfavorable, or unavailable screening results. (Ord. 3091 § 2, 2022).

9.54.070 Provisions in violation of restrictions null and void – Exemption.

A. Any provisions in violation of RMC [9.54.030](#) through [9.54.065](#) in a rental agreement are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter. (Ord. 3091 § 2, 2022).

9.54.080 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](#), [B.2](#), and [B.3](#) of this section. (Ord. 3091 § 2, 2022).

9.54.090 Violation of chapter by landlord – Opportunity to Correct - Liability.

A. Opportunity to Correct. If a landlord fails to comply with provisions contained in this chapter, the tenant must offer the landlord an opportunity to correct the violation by providing the landlord with a written demand to comply that cites to the relevant code provision and describes the nature of the violation. If the landlord complies with the requirements of this chapter within 30 days, the liability provisions of subsection B of this section do not apply. If the landlord does not comply with the requirements of this chapter within 30 days of the written demand, their opportunity to cure is waived and the liability provisions of subsection B of this section apply.

B. Liability for Uncorrected Violations. A landlord found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or three times the monthly rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees. (Ord. 3091 § 2, 2022).