



# Renting in Seattle

## What you need to know

Presented by Dulcie O'Sullivan

---

Seattle Department of Construction & Inspections

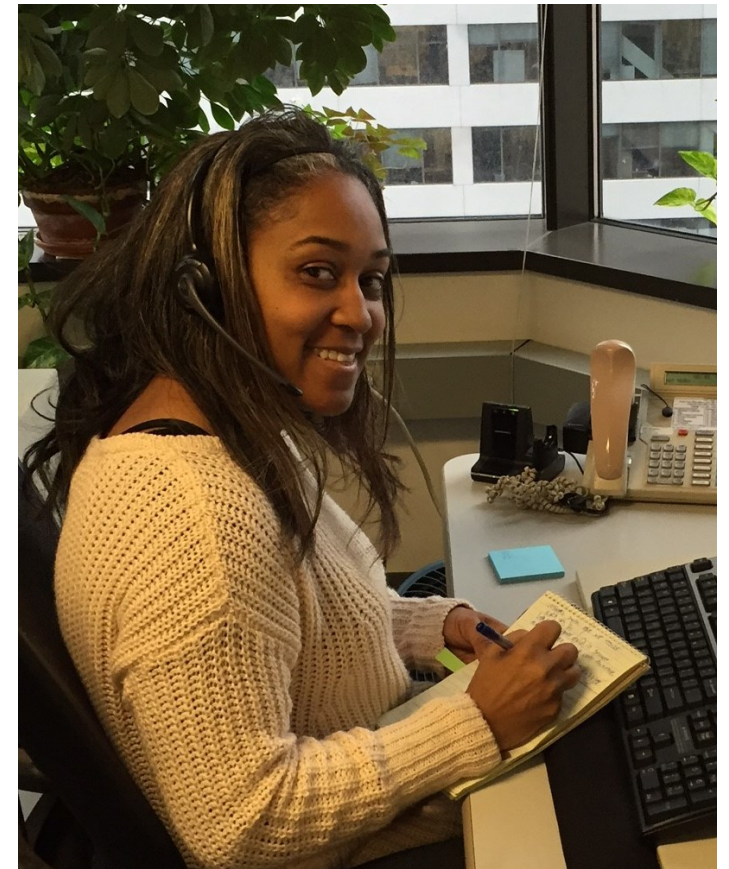
Code Compliance – Property Owner & Tenant Assistance

206-615-0808



## WHAT WE DO

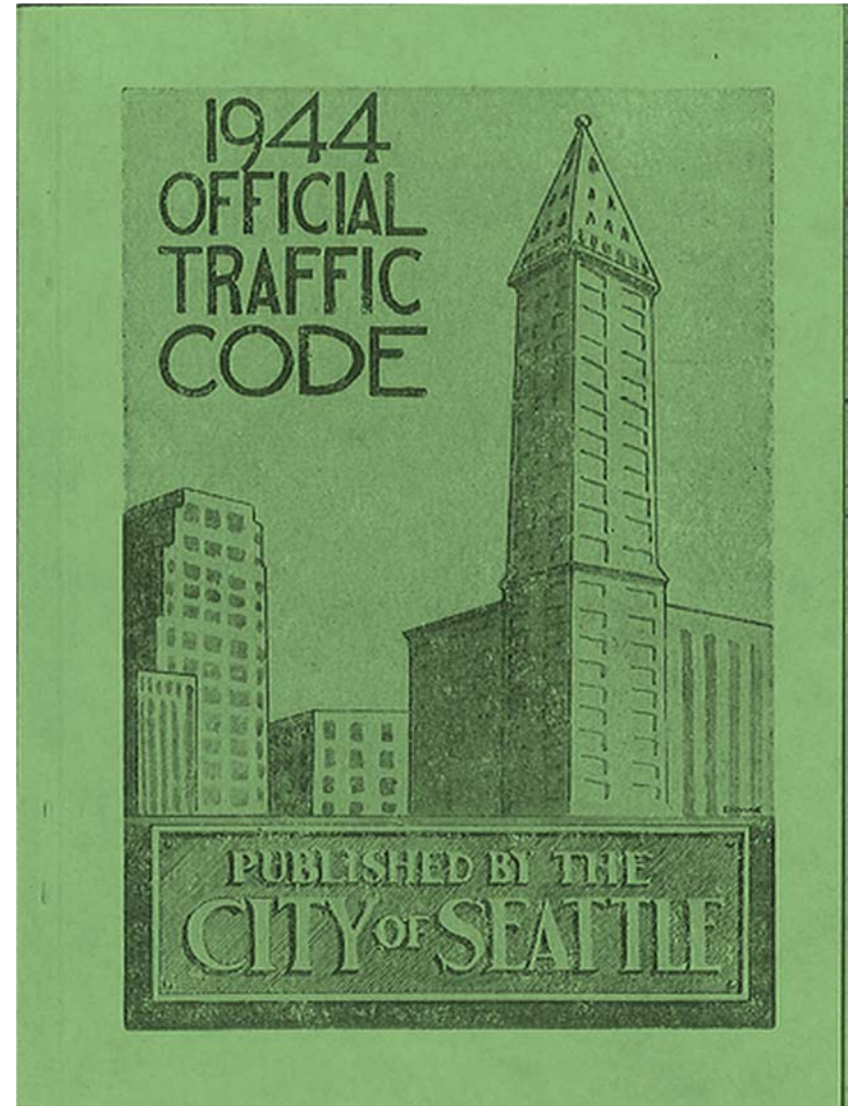
- Primarily, we enforce rental regulations within Seattle.
- We are complaint based.
- We are a resource for anyone needing information or guidance on rental regulations in Seattle.
- We administer the Tenant Relocation Assistance Ordinance which is a licensing process for displacing tenants due to development.
- **Call (206) 615-0808**





# We enforce these:

- Just Cause Eviction Ordinance
- Rental Agreement Regulation Ordinance
- Tenant Relocation Assistance Ordinance
- Prohibited Acts by Owners
- Move-in Fees/Deposit Ordinance
- Rental Regulation Inspection Ordinance
- Housing & Building Maintenance Code





# RENTAL AGREEMENT

- Congratulations! You have successfully rented your unit to the first qualified applicant.
- Next step is to sign a rental agreement.
- You must provide a summary of landlord and tenant rights commonly known as 'Information for Tenants' that SDCI produces. It is available at [www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle) A voter registration insert is now also required. The summary must be distributed at the commencement or renewal of a tenancy or when the summary has been updated by the City.





# MOVE-IN FEES

- Fees are non-refundable
- They may only be charged for cleaning & screening.
- If fees are charged for cleaning, no cleaning charge may be assessed when tenant moves out.
- Screening fees must equal the *actual* cost and be customary for screening in Seattle.
- Total fees charged may not exceed 10% of one month's rent except -
- If screening costs exceed the 10% limit, so long as it is the actual and customary cost for screening in Seattle.





# MOVE-IN: SECURITY DEPOSITS

- The security deposit and fees combined may not equal more than one month's rent.
- For example: **Monthly Rent** = \$1000  
*Screening/Cleaning Fees* = 100  
*Security Deposit* = 900
- No security deposit charged without a written rental agreement.
- No security deposit may be charged without a detailed checklist signed and dated at the commencement of tenancy.
- Security deposit must be placed in a trust account and the location made known to the tenant in writing.





# Other Move-In Charges etc.

- Holding fee must adhere to the state statute requirements - RCW 59.18.253 (2).
- It must be applied to rent and/or security deposit once a rental agreement is entered into.
- Pet Deposits – 25% of one month's rent per pet refundable deposit may be charged in addition to the security deposit.
- Assistance animals are not subject to security deposit charges.
- Last month's rent in advance.





# Installment Payments – Deposit and Fees

A tenant may elect to pay security deposit and fees in installments beginning at inception of tenancy



- Six month tenancy = six equal monthly installments.
- 30 days – Six month tenancy = four equal consecutive installments of equal duration.
- Month to month = two equal installments.
- No installments for deposit/fees if the total does not exceed 25% of one month's rent.
- Pet deposit = three equal installments
- Landlord and Tenant may mutually agree to their own schedule so long as the terms are contained in a rental agreement.

# Installment Payments: Last month's Rent :

- Six month tenancy = six equal, consecutive, monthly installments.
- 60 days – Six month tenancy = four equal, payments of equal duration.
- No fees, penalties, interest may be charged for installment payments.
- Failure to pay installments as agreed is a breach of the rental agreement and subject to a “10 Day Notice to Comply”.





# Best Business Practices for Move-In

- Know your obligations and your rights as a landlord.
- Both state and municipal laws apply
- Use a comprehensive rental agreement specific to Seattle.
- Review the rental agreement with your tenants before signing.
- Pay particular attention to the checklist.
- Keep current with legislation.
- Consider membership with a landlord association

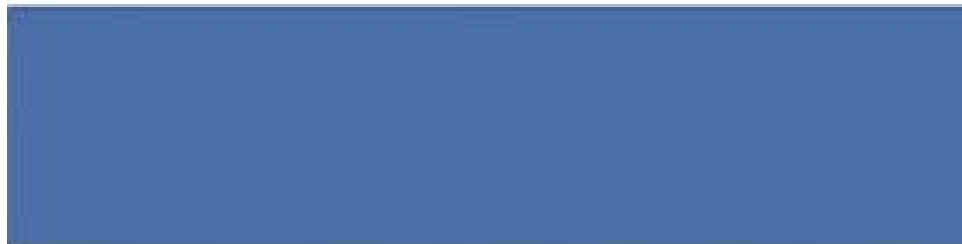




# The Rental Relationship



Relationship Status:  
**it's complicated**





# Rental Housing Standards - Registration



- Register your rental property. It is required. Failure to register may be a defense to eviction.
- Maintain the property so it complies with the minimum housing and building maintenance code.
- Respond to repair requests promptly.
- To inspect the unit, you must give written notice *and* have the tenant's consent.
- For repair inspections, 48 hours notice is required and 24 hours for showing the unit to prospective renters or buyers.
- The only exceptions are in situations of abandonment or emergency.
- Both landlords and tenants are required by law to be reasonable about seeking and granting access.



# Raising Housing Costs - Requirements

## Take care with the details

- Rent increases less than 10% require 30 days advance written notice.
- Rent increases of 10% or more require 60 days advance written notice.
- Rent increase notices must include details on where a tenant can find information on their rights.
- Conditions in a rental unit that fail Rental Registration Inspection Ordinance checklist can prohibit a rent increase until the conditions are fixed.





# Issuing and Serving Notices

## TYPES OF NOTICES

- Changes to the terms and conditions of a rental agreement require 30 advance written notice (must coincide with the end of a rental period)
- Ten day notice to comply or vacate for breach of rental agreement
- Three day notice to pay or vacate for failure to pay rent
- Three day notice to quit for waste or nuisance
- Ensure notices are procedurally correct

## PROPER SERVICE

- Attempt personal service
- Post conspicuously and mail, allowing additional time for the mail to reach tenant
- Provide a copy of a notice to terminate for criminal activity to SDCI

## TECHNICAL CORRECTNESS MATTERS!





# Just Cause Eviction

## There are 18 Just Cause Reasons

- Failure to pay rent after a three day notice
- Habitual failure to pay rent timely (four or more three day pay or vacate notices in twelve months)
- Failure to comply with a ten day notice
- Habitual failure to comply (three or more ten day notices in twelve months)
- Owner wishes to occupy (ninety day notice)
- Owner elects to sell (ninety day notice) - SFR only
- Tenant's occupancy is conditioned upon employment and employment is terminated
- Discontinuing an illegal unit - relocation assistance must be paid



# Just Cause Eviction

- Demolition, Substantial Rehab, Change of Use, Removal of Use Restriction - Tenant relocation license takes approximately six months
- Conversion to condominium or cooperative
- The owner seeks to reduce the number of tenants residing in a unit to comply with maximum limit
- The owner seeks to discontinue use of a permitted ADU (accessory dwelling unit) after receiving a notice of violation of the development standards – relocation assistance must be paid
- An emergency order issued by SDCI requires the unit to be vacated and closed – relocation assistance must be paid
- The owner seeks to discontinue sharing their own housing unit or ADU with a tenant
- The tenant has engaged in criminal activity – a copy of the notice must be provided to SDCI



# The End



- Whether a tenant gives notice or the landlord chooses to not renew a lease, the end of a tenancy requires work for everyone.
- Month to month tenants must give a minimum of 20 days written notice prior the to the end of the month they want to leave.
- Exit walkthroughs are not required by law but many landlords and tenants choose to do them so both have an understanding of the condition of the unit before the tenant returns the keys.
- Landlords must rely on the move-in checklist to determine if damage has occurred. Normal wear and tear is not damage and depreciated value must be considered when assessing costs for damage.



- The landlord must either return the security deposit in full or provide an itemized list detailing the reasons for withholding all or a portion of the deposit
  - Pursuant to state law, the landlord has 21 days to provide the itemized list or return the full security deposit
  - Landlord may withhold the deposit for the following:
    - Repairing damages to the premises beyond normal wear and tear
    - Paying outstanding utility bills
- Failure to return the security deposit or provide a itemized list within 21 days:
  - Tenant may seek damages of double the security deposit, attorney fees and costs in a private right of action
  - Landlord may receive a citation for \$500 for the first offense and \$1000 per each additional offense



# Returning Security Deposits

- SDCI does not get involved in factual disputes about security deposits
- Those disputes need to be resolved through mediation or Small Claims Court
- We do investigate complaints regarding security deposits when:
  - move-in checklist was never provided, signed and dated at time the tenancy commenced
  - Statement and or deposit has not been provided to the tenant within the 21 day period
  - The statement does not reasonably itemize the deductions



# How we work with landlords

- We almost always give a landlord the opportunity to achieve voluntary compliance
- We have a 95% rate of voluntary compliance which reflects how much we work in harmony with landlords
  - We know there are two sides to every story
    - We are here to help!





# Do you have any questions?





# Thank You!

---

Seattle Department of Construction & Inspections  
Code Compliance – Property Owner & Tenant Assistance  
206-615-0808