

## COMPARISON OF SELECT TENANT PROTECTIONS IN NEIGHBORING COMMUNITIES

|  | <b>Kenmore</b>   | <b>Redmond</b>   | <b>Kirkland</b>  | <b>Shoreline</b>  | <b>Washington State</b>  |
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| Ordinance #/Date/Municipal Code Citation | Ord. No. 22-0554/July 2022, <b>Ord. No. 24-0604 (Sept. 2024)</b><br>KMC Ch. 8.55                                   | Ord. No. 3091/July 2022<br>RMC Ch. 9.54  | Ord. No. O-4810/Aug 2022<br>KMC Ch. 7.75   | Ord. No. 996/Dec 2023<br>SMC Ch. 9.35   | RCW Ch. 59.18 (RLTA) (note, manufactured/mobile home provisions located in RCW Ch. 59.20 are not addressed in this matrix) |
| Notice of rent increases                 | 120 days for > 3%<br>180 days for > 10%<br>Subsidized housing: minimum of 30 days written notice.                  | 120 days for > 3%<br>180 days for > 10%<br>Subsidized housing: minimum of 30 days written notice.                  | 120 days for > 3%<br>180 days for > 10%<br>Subsidized housing: minimum of 30 days written notice.                  | 120 days for > 3%<br>180 days for > 10%<br>Subsidized housing: minimum of 30 days written notice.   | 60 Days<br>RCW 59.18.140   |
| Move-in Fees and Security deposits       | Capped at 1-month rent, right to pay in installments over 6 months (or 2 months for leases shorter than 6 months.) | Capped at 1-month rent, right to pay in installments over 6 months (or 2 months for leases shorter than 6 months.) | Capped at 1-month rent, right to pay in installments over 6 months (or 2 months for leases shorter than 6 months.) | Capped at 1-month rent, right to pay in installments over 6 months (or 2 months for leases shorter than 6 months.)                                  | Installment payments allowed under some circumstances, RCW 59.18.610   |
| Late Fee Caps                            | Capped at 1.5% of monthly rent   | Capped at 1.5% of monthly rent   | -  | Capped at 1.5% of monthly rent  | -  |
| Additional Fees                          | -  | -  | -  | May not charge fees for access to common areas or pro rata share of utilities for such areas, providing tenant services such as mail collection and | -  |

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|   |  |     |   | distribution, or performing any landlord duty required by law |  |
| Just Cause Eviction   | NO – repealed Sept. 2024 pursuant to settlement agreement with RHA | -   | - | -   | RCW 59.18.650 provides a laundry list of provisions that constitute just cause for eviction, including but not limited to: failure to pay rent; substantial breach of a material program requirement of subsidized housing; tenant creates or permits nuisance on the property; landlord seeks possession for their occupation of the property; etc. |
| Tenants can adjust rent due date based on documenting timing of primary source of income is regular monthly government assistance | YES  | YES | - | YES   | Yes. RCW 59.18.170   |

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| No SSN Required to apply for rental   | YES   | YES   | - | YES   | -<br><br>However, citizenship or immigration status is a protected class under RCW Ch. 49.60; further, the Fair Housing Act prohibits national origin discrimination in housing related transactions. |
| Additional Fees beyond base Rent and Optional Rent must be disclosed and acknowledged by the tenant | -   | -   | - | YES   | Yes, RCW 59.18.285 and RCW 59.18.260  |
| Ban on abusive, deceptive, & unfair practices   | NO – repealed Sept. 2024 pursuant to settlement agreement with RHA  | -   | - | -   | -   |
| Compliance  | Private right of action by the tenant; potential liability of landlord to tenant for greater of double tenant's economic and non-economic | Private right of action by the tenant; potential liability of landlord to tenant for greater of double tenant's economic and non-economic | - | Private right of action by the tenant; potential liability of landlord to tenant for greater of double tenant's economic and non-economic | Depends upon the provision being enforced   |

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|  | damages or three times the monthly rent; and reasonable litigation costs and attorneys' fees | damages or three times the monthly rent; and reasonable litigation costs and attorneys' fees |  | damages or three times the monthly rent; and reasonable litigation costs and attorneys' fees |  |
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