

# Renting in Seattle



Presented by Seattle Department of Construction and Inspections

# OVERVIEW

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- Eviction in Seattle
- Right of First Refusal
- Right to Counsel
- New Rent Increase Law
- Issuing/Receiving Notices
- Economic Displacement Relocation Assistance (EDRA)

# EVICTIION IN SEATTLE

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**Covid-19 Eviction Moratorium** – Currently extended to February 14, 2022

Allows eviction only in situations where a tenant is posing an imminent threat to health/safety.

## ***Post Emergency Order/Covid-19 Moratorium*** **New Defenses to Eviction in Seattle Municipal Code**

### **Covid-19 related inability to pay**

Applies to renters with delinquent rent beginning March 2020 – up to 6 months after the end of the Covid-19 Moratorium/Emergency Order.

### **School Term Moratorium**

Limits evictions of households with students (from childcare – high school) and/or employees of schools during the school year.

*September 1 – June*

### **Winter Moratorium**

Limits evictions of moderate/low-income households during the coldest weather months

*December 1- March 1*

# EVICTION IN SEATTLE - EXEMPTIONS

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- Landlords with ownership in four rental units or less (Winter Moratorium only)
- Landlord seeks to :
  - Occupy the unit or have an immediate family member (defined by code) occupy the property. (90 Day notice)
  - Sell a single-family dwelling unit (does not include apartments, condos, duplexes, townhomes etc.) (90 Day notice)
  - Discontinue renting an illegal unit after receiving a Notice of Violation. (20 Day notice plus relocation assistance)

# EVICTION IN SEATTLE - EXEMPTIONS

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- Reduce the number of renters after receiving a Notice of Violation for exceeding the maximum allowed (20 Day notice plus relocation assistance)
- Vacate a rental unit after receiving an Emergency Order (relocation assistance)
- Discontinue sharing their own home or ADU on their property (20 Day notice)
- Terminate a tenancy for illegal/criminal activity (3 Day notice must be sent timely to SDCI for compliance and recording)
- Terminate a tenancy for conduct that poses a serious and imminent threat to health and safety of the owner and or other tenants in the building (3 Day notice)

# EVICTION IN SEATTLE – JUST CAUSE

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- Previously, the *Just Cause Eviction* ordinance (SMC 22.205) in Seattle applied only to month-to-month agreements
- Requires a landlord to have a ‘just cause’ to terminate a tenancy
- There are 16 Just Cause reasons
- Now *Just Cause Eviction* applies to all tenancies/rental agreements/leases.

# RIGHT OF FIRST REFUSAL

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- Rental agreements for a fixed term or ‘terminating’ rental agreements are now regulated by the *Just Cause Eviction* ordinance
- Landlords must offer a tenant in good standing a reasonable renewal offer between 60-90 days prior to the expiration of the tenancy or alternatively a notice declining to offer a renewal stating the just cause and supporting facts.
- Tenant has 30 days to accept or decline the proposed rental agreement
- Landlord does not have to offer a renewal agreement if the tenant gives written notice to vacate voluntarily 60 or more days prior to the expiration of the rental agreement
- There is no requirement when the rental agreement automatically converts to month by month

# RIGHT TO COUNSEL

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- All Seattle renters who receive an unlawful detainer (eviction) summons and who cannot afford an attorney now have the right to counsel.
- The City has partnered with the *Housing Justice Project* (HJP) based in the King County Courthouse. Call (206) 267-7069 or e-mail [hjpstaff@kcba.org](mailto:hjpstaff@kcba.org) or complete this [Request Legal Assistance Form](#)
- Renters who receive a notice (14-Day etc.) from their landlord can contact the *Renting in Seattle Helpline* at **(206) 684-5700** to verify if the notice is compliant with City regulations
- Once a summons has been served, the appropriate resource is HJP



# HOUSING COST INCREASE

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- As of November 9, 2021 all housing cost increases require a minimum of 180 days' prior written notice (must not include the day of service)
- No increase can take effect if the rental unit fails any of the Rental Registration Inspection Ordinance (RRIO) checklist requirements
- Required language for housing cost increase notices

**If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at [\(206\) 684-5700](tel:2066845700) or visit the web site at [www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle).**

# ISSUING & SERVING NOTICES

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- Deficient notices can be rescinded or cause significant delays in the eviction process
- A deficient notice is one which does not comply with regulations  
Incorrect/missing language, dates, signature, wording etc.
- For all notices that may eventuate in an eviction(14 Day Pay or Vacate, 3 Day Quit, 10 Day Comply, Notice to terminate for Just Cause) the following language is required:

**RIGHT TO LEGAL COUNSEL: CITY LAW PROVIDES RENTERS WHO ARE UNABLE TO PAY FOR AN ATTORNEY THE RIGHT TO FREE LEGAL REPRESENTATION IN AN EVICTION LAWSUIT. If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684-5700 or visit the web site at [www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle)**

# ISSUING & SERVING NOTICES

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- For all other notices such as housing cost increases, changes to rules, permission to enter etc. this language suffices:

*If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684-5700 or visit the web site at [www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle)*

- Remember that notices must be in writing (hard copy) and must be served to the tenant in person, or failing personal service, by first class mail with proof of mailing and posted conspicuously on the rental unit entry door.
- It is recommended that landlords use notices created by reputable landlord agencies such as Rental Housing Association, or Washington Multi-Family Association, and never download notices from the internet without consulting legal counsel.

# ECONOMIC DISPLACEMENT RELOCATION ASSISTANCE

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- Effective in July of 2022, the Economic Displacement Relocation Assistance (EDRA) ordinance will apply when:
  - A notice of a housing cost increase of 10% or more is issued
  - A notice of a housing cost increase of less than 10% is issued within 12 months of an increase which cumulatively amounts to 10% or more

# ECONOMIC DISPLACEMENT RELOCATION ASSISTANCE

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- The rental household's income is 80% or less than the area median income  
(Current AMI - \$53,760 for an individual or \$76,800 for a family of four)
- The household moves as a result of the housing cost increase before the increase takes effect or the household gives written notice to vacate
- SDCI will administer the program and screen eligible tenants and advance payment of approximately 3 x average monthly housing costs.
- Landlord will reimburse the City within 10 days of receiving notice of the amount due

Questions?

**Renting in Seattle**

An illustration of a family walking on a path. On the left is a large, multi-story red brick building. In the foreground, a woman in a red tank top and blue skirt walks hand-in-hand with another woman in a blue dress who is carrying a baby in a blue carrier. A small child in a purple dress walks between them. To the right, a man in a blue shirt and a woman in a purple top are seen from behind, looking out at the water. A brown dog is sitting on the path near them. The water is blue with several white sailboats. The sky is light blue with a few more sailboats in the distance.

**Call the Renting in Seattle Helpline (206) 684-5700**

[www.seattle.gov/rentinginseattle](http://www.seattle.gov/rentinginseattle)