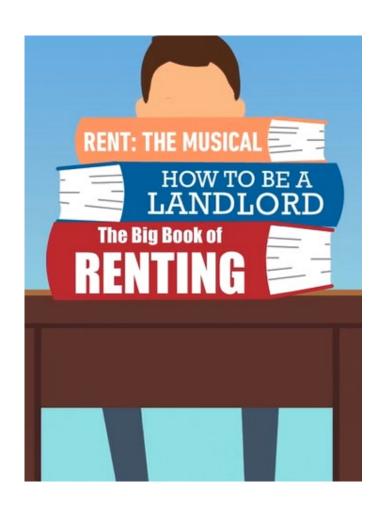


Presented by

Seattle Department of Construction and Inspections & Seattle Office for Civil Rights

Presentation Overview

- 10. Rental Registration
- 9. Fair Housing Protected Classes
- 8. Who can rent?
- 7. What can be charged?
- 6. The Rental Agreement
- 5. Repairs
- 4. Notices
- 3. Service Animals
- 2. Ending a rental agreement
- 1. Covid-19



#10 Registration

- Since 2014 all rental units (with some exceptions) must be registered
- Registration renewed every 2 years
- Rental inspections every 5-10 years
- Minimum standards exist for:

Space & Occupancy (floor area)

Light & Ventilation (windows, air flow)

Sanitation (kitchen, bathrooms, plumbing)

Structural (roofs, foundations, chimneys)

Mechanical (heating, electrical)

Fire & Safety (stairs, exits, egress, alarms

Security (entry locks, observation ports)

RRIO checklist is found at www.seattle.gov/RRIO



#9 Fair Housing Protected Classes

Fair housing is the right of everyone to have equitable access to housing and housing services.

Everyone is a member of a protected class.

Protected Classes in Seattle

- Race
- Color
- National Origin
- Religion
- Sex
- Disability
- Familial Status
- Marital Status
- Sexual Orientation

- Gender Identity
- Veteran/Military Status
- Age
- Ancestry
- Housing Choice Voucher (Section 8)
- Political Ideology
- Creed
- Alternative Source of Income
- Other Subsidies

#8 Who can rent?

- Consider the list of protected classes and think how those translate in real life renting situations.
- Seattle's First in Time ordinance requires landlords to offer a rental unit to the first person who submits a complete and qualified application.
- Fair Chance Housing means that it is illegal to ban applicants with criminal histories, or screen applicants for criminal history.
- Applicants may be screened against sexual offender registry but cannot be refused housing for that reason alone.



#7 What Can Be Charged?

- Application fee (strictly the actual cost)
- Holding Deposit (limited to 25% one month's rent)
- Security Deposit
- Cleaning fee
- Application fee + Cleaning fee = maximum 10% of one month's rent
- Security Deposit + Application fee + Cleaning fee = maximum one month's rent
- Pet Deposit = maximum 25% of one month's rent
- No other fees allowed
- Installment payments are required if the renter chooses to pay over a schedule.



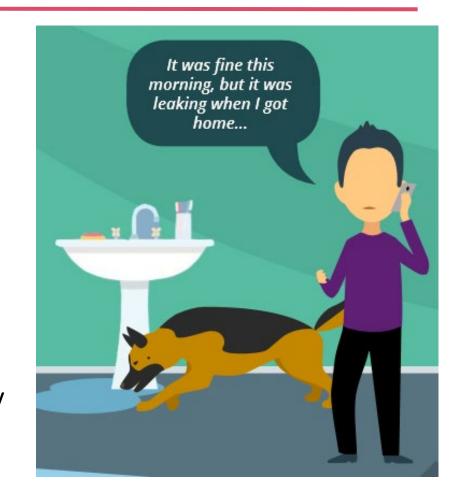
#6 The Rental Agreement

- The rental agreement is a legally binding contract
- Seattle has many regulations specific to the City
- State Landlord Tenant Act also has requirements
- 3 Main Types Term, Terminating, Month-to-Month
- Most important provisions
- Move-in Checklist



#5 Repairs

- Repair requests must be in writing.
- Respond to issues promptly.
- Document efforts.
- Landlords have a specific time frame in which to respond depending on the repair
- If a landlord fails to respond and the tenant complains to code compliance - An Inspector will schedule a day and time to inspect the unit and require the landlord to correct any housing violations.
- Lack of water, power and heat are considered emergency conditions by the City.



#4 Notices

- Housing Cost Increase 60 Days advance written notice.
- * 14 Day Pay or Vacate Rent is not received by the due date, can include utilities and late installment, payments of move-in costs.
- 10 Day Comply or Vacate When a tenant violates the rental agreement
- 30 Day Change to Terms Month- to-month agreements or the expiration of a lease term
- Notices in Seattle must include information about where renters can locate information on their rights.

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.

#3 Service Animals



The definition of service animal is broad in Seattle

No training or certification required





"No pet" policies do not apply

When can verification be requested?

When the disability is not known or obvious

When the need for accommodation is not known or obvious

What verification be requested?

Verification of disability & disability related need

Who can provide verification?

Qualified 3rd party with knowledge of the person's disability

#2 Ending a Rental Agreement

- Termination of tenancy vs Eviction
- Must have <u>Just Cause</u> to terminate a tenancy in Seattle
- Must provide proper notice and serve notice properly
- Eviction is the filing of a lawsuit in Superior Court to restore an owner's right to possess the property
- Both landlord and tenant should have legal representation
- Deposit return 21 days

#1 COVID-19 Impact

- State of Emergency declared in March 2020
- State, City eviction moratoriums in force currently until March 31, 2021
- The ONLY reason a tenant can be evicted in Seattle during moratorium is if they present a clear hazard to health and safety
- No exceptions
- Additional protections include:
- No housing cost increases
- No interest or penalties for unpaid rent
- No harassment/threats
- Payment plans are required
- Definition of tenant is expanded

Final Thoughts

- A simple rule of thumb is to always consider how you would feel as the other party in any given situation and respond accordingly!
- When in doubt, reach out! Call the Renting in Seattle Helpline for guidance. We are here to help.
- Be informed. Both landlords and tenants can find information on every stage of the renting experience at www.seattle.gov/rentinginseattle.
- Check out our new Renter's Handbook in this peek preview! http://www.seattle.gov/Documents/Departments/SDCI/Renting/RentersHandbook.pdf



Call the Renting in Seattle Helpline (206) 684-5700 www.seattle.gov/rentinginseattle