

SKHHP Executive Board
October 25, 2019, 1:00 – 3:00 PM
City of Tukwila, Tukwila Community Center, Meeting Room A
12424 42nd Ave. S, Tukwila 98168

- I. Call to Order
 - a. Roll Call
 - b. Introductions
- II. Review Agenda/Agenda Modifications
- III. Old Business
- IV. New Business
 - a. Approval of September 27, 2019 Action Minutes
Attachment A – Action item (Minutes)
 - b. Report from the Administering Agency (15 Minutes)
Attachment B – Discussion item (Revised Operational Policy)
 - i. SKHHP Executive Manager Hiring Process
 - ii. Invoicing Members –
 - iii. HR Policy Development
 - 1. Employment Agreement
 - 2. SKHHP and Auburn Operational Policy – Follow Up
 - c. Follow Up From 9/27/19 Presentation by HDC (15 Minutes)
 - i. Suggested approach to better understanding housing tools and programs of SKHHP cities.
 - d. Monthly Education Item: Burien’s Recently Enacted Rental Housing Rules (40 Minutes)
Attachments C.1 and C.2 – Discussion Item (two newly enacted Burien ordinances)
 - e. HB 1923 Collaboration between Renton, Federal Way, Kent, Burien, Auburn and Tukwila (15 Minutes)
Attachment D – Discussion Item (Memo from City of Kent describing grant application and collaborative opportunity)

- f. HB 1406 (15 Minutes)
 - Attachment E – Discussion Item (Revised Resolution)*
 - i. Update on HB 1406 – Go Around Room

V. Next Meeting

- a. November 22, 2019, City of Renton
Renton City Hall, 7th Floor Conferencing Center, Room 726
1055 S Grady Way
Renton, WA 98057

VI. Adjourn



**SKHHP Executive Meeting
September 27, 2019**

MINUTES

I. CALL TO ORDER

Chair Nancy Backus called the meeting to order at 1:10 p.m. in the City of Auburn, City Council Chambers located at 25 West Main Street Auburn, WA 98001.

ROLL CALL/ESTABLISHMENT OF QUORUM

Executive Board Members Present: Chair Nancy Backus, City of Auburn; Vice Chair Brian Wilson, City of Burien; Mark Hoppen, City of Normandy park; Bob Harrison, City of Renton; Kelly Rider, King County; Marlla Mhoon, City of Covington; Dana Ralph, City of Kent; Luisa Bangs, City of Des Moines; Brian Davis, City of Federal Way. Conferenced in by phone: Allan Ekberg, City of Tukwila.

Executive Board Members Absent: .

Other Attendees: Jeff Tate, City of Auburn; Colleen Brandt-Schluter, City of Burien; Patience Malaba, HDC; Minnie Dhaliwal, City of Tukwila; Denise Lathrop, City of Des Moines; Candis Martinson, Director of Human Resources City of Auburn; Doug Lavy, Consultant for City of Renton.

Administrative Assistant Present: Jennifer Oliver

II. APPROVAL OF MINUTES

A. Approval of July 26, 2019 Action Minutes

Marlla Mhoon moved and Dana Ralph seconded to approve the action minutes from the August 23, 2019 meeting.

MOTION CARRIED UNANIMOUSLY. (10-0)

III. MINUTES FROM August 23, 2019

B. Report from Administering Agency

SKHHP Program Manager Hiring Process

After last month's SKHHP Executive Board meeting, the new/updated job posting for the Program Manager was posted. With a number of new applications that came in, the first round of interviews will be October 7, 2019 with the goal of using the October 25, 2019 Executive Board meeting for second round interviews.

Invoicing Members

All Members are currently paid up. Quarter 3 and Quarter 4 have been distributed.

HR Policy Development

Auburn Staff handed out a draft SOP related to how the administering agency and the SKHHP Executive Board will work through performance evaluations and discipline of the executive manager. A draft resolution was included in the packet that was a result of WCIA review of the interlocal agreement and their advice in the development of the SOP. The Board members questioned the timing of having the performance evaluation and how soon would that be after the hire date of the Executive Manager. Auburn HR Staff confirmed that after the hire date of the manager, a six month review would take place with a 12 month review following. After those reviews take place, it will then fall into an annual process. It was suggested by Board members when the evaluation review is due, that the Chair and Vice Chair meet with the Executive Manager to complete the review process. It was also suggested by the board members to make reference that the board adopts the administrative agency policies and practices. Auburn Human Resources agreed to incorporate those changes. Additional information will be presented at the next SKHHP Meeting.

C. Monthly Education Item: Housing Affordability and What it Means within Your Community.

Patience Malaba with Housing Development Consortium presented Healthy Housing and South King County. Per NCHH, King County Board of Health and HUD, a healthy home is housing that is designed, constructed, maintained, and rehabilitated in a manner that is conducive to good occupant health. Affordable, safe, quality housing is a social determinant of health and ensuring access to housing is a key element in creating an overall healthy community.

Scientific evidence links health outcomes such as asthma, lead poisoning, and unintentional injuries to substandard housing. Unhealthy housing directly impacts 40% of childhood asthma cases. Presence of pests can increase risks for hospitalization by three times. Seven principles of healthy housing are Dry, Clean, Ventilated, Pest and Vermin-free, Safe, Contaminant-free and Well Maintained.

The presentation included maps and how the following items related to SKC: Environmental Health Disparities and Lead Risks from Housing. Other Maps included were life expectancy in the region, life expectancy by race & place in King County and race and place in King County that helps predict whether people have the opportunity to thrive. More than half of King County's Black and Hispanic

households, in addition, the supply of rental units does not meet the needs of lower income households.

With 100,800 households in South King County, 38% are cost-burdened. Ms. Malaba presented preservation examples and opportunities for Corinthian Apartments in SeaTac, Villages at South Station in Tukwila and two homes in SKC with before and after photos.

Policy Solutions include:

Adopt the National Healthy Housing Standard

Create an Acquisition and Rehabilitation Program

Conduct a Housing Needs Assessment

Offer Low Interest Loans for Code Compliance

Implement Proactive Rental Inspection Programs

Enact Just cause Eviction Ordinances.

D. HB 1406

Resolution No. 2019-06 urging SKHHP Member Cities to support pooling of HB 1406 Funds was presented to the board with updates from the previous SKHHP Executive Board meeting. After further discussion, and based on Mayor Ralph's suggestion to allow cities to have a stronger voice in their actions when projects are proposed, there was general concurrence by the Executive Board to give all members time to activate HB 1406 provisions before deciding on the use of funds.

ADJOURNMENT

There being no further business to come before the Executive Board, Chair Backus adjourned the meeting at 3:04 p.m.

Process for SKHHP Manager annual performance evaluation:

- A 6th-month probationary and 12th-month probationary performance evaluation will be completed by the SKHHP Board on the SKHHP Manager. Every year thereafter, an annual performance appraisal will be completed by the SKHHP Board on the SKHHP Manager by the due date established by the City of Auburn Human Resources & Risk Management Department.
- Regardless of the frequency of performance evaluations, The SKHHP Manager may be discharged at any time with or without cause. Lack of formal evaluation, frequency of evaluation, or the nature of statements made will not act in any way to limit the nature of “at will” employment.
- Performance evaluations may be used as the basis for professional growth, to identify specific performance areas in need of improvement, and establish goals/standards.
- The performance evaluation program, including content, format design, and required training will be administered by the City of Auburn Human Resources & Risk Management Department.
- Evaluations will be prepared by HR gathering feedback from the SKHHP Board. The feedback will be referred to the HR Director for entry into the City’s evaluation system.
- The draft appraisal form with the SKHHP Board’s comments will be delivered to the SKHHP board for final proofing. A finalized draft copy will be produced.
- The SKHHP Board-Executive Committee will deliver the feedback to the SKHHP Manager during an executive session of the SKHHP Board from the finalized draft copy separate meeting.
- The employee will respond to the appraisal, any updates determined by the SKHHP Board will be decided, and a final draft will be delivered to HR for the employee’s sign off and the SKHHP Chair’s signoff.
- Once the appraisal has been finalized, it will become a permanent part of the employee’s personnel file.
- The City reserves the right to change the evaluation format, measureable criteria, or evaluation intervals at any time without prior notice.

Process for investigation on complaints regarding the SKHHP Manager’s performance or conduct:

- The SKHHP Board and the City of Auburn retain the right to discharge an employee for offenses without resorting to progressive discipline, where such action would be in the best interest of SKHHP and the City of Auburn. This document is not to be interpreted as a promise of specific treatment and is designed to advise in instances of misconduct. Performance-based actions should also refer to the section above. Employees of SKHHP are “at will” whose employment may be terminated at any time and for any reason, with or without cause.
- The SKHHP Board shall refer complaints or performance concerns to the City of Auburn Human Resources & Risk Management Department for investigation.
- The HR Director will consult with WCIA and the City of Auburn Legal Department on the appropriate process for the investigation (internal vs. external investigator).
- Once the investigation is completed, a formal report will be provided to the SKHHP Board in an executive session.

- The HR Director will discuss the findings with the SKHHP Board and make a recommendation on potential discipline.
 - The discipline should be appropriate to the offense and may take into account for individual differences. The employee's length of service, performance, disciplinary records, and specific circumstances are proper considerations in determining discipline, if any, and the type and degree thereof. An employee may be discharged only after consultation with and concurrence of the SKHHP Board-Executive Committee and the HR Director.
 - There must be a ~~(majority; 2/3; unanimous?)~~ decision on the discipline the Board will take.
 - For the purposes of definition, discipline is defined as a written reprimand, suspension, demotion, and discharge. A performance improvement plan may be used in conjunction with discipline or as a stand-alone document.
- The HR Director will finalize the draft disciplinary document and will present to the SKHHP Board for final approval.
- The HR Director will assist the SKHHP Board-Executive Committee with issuance of the final disciplinary action, to be retained in the employee's personnel file.

The SKHHP Board will adopt the personnel policies of the City of Auburn, as the administering agency.

The City of Auburn Human Resources & Risk Management Department will retain the SKHHP Manager personnel file while the City is the administering agency for SKHHP. Once the administering agency changes, the City of Auburn Human Resources & Risk Management department will make copies of the SKHHP Manager's personnel file available to the new administering agency.

Exhibit A to Ordinance No. 716
BMC Chapter 5.63
Rental Housing Policy

Sections:

- 5.63.010 Purpose and Intent.
- 5.63.020 Definitions.
- 5.63.030 Distribution of information required.
- 5.63.040 Deposit requirements and installment payments permitted.
- 5.63.050 Notice requirement generally—reasonable accommodation request.
- 5.63.060 Notice of proposed sale of low-income housing.
- 5.63.070 Just Cause Eviction
- 5.63.075 Housing Ombudsman
- 5.63.080 Compliance and enforcement.

5.63.010 Purpose and Intent. The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of Burien. It is the City’s intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Burien. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in Burien. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Burien residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.

5.63.020 Definitions. Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- A. “*Assisted housing development*” means a multifamily rental housing development that both receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.
- B. “*Days*” means calendar days unless otherwise provided.
- C. “*Director*” means the Director of the City of Burien Director of Planning and Community Development, or the Director’s designee.
- D. “*Dwelling unit*” means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes

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- E. *“Immediate family member”* includes the spouse or domestic partner, dependent children, and other dependent relatives.
- F. *“Landlord”* means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. As of the effective day of this ordinance, the RLTA defines “landlord” as “the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager.”
- G. *“Non-refundable move-in fees”* means non-refundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).
- H. *“Owner”* means *“Owner”* means the owner of record as shown on the last King County tax assessment roll or such owner's authorized agent.
- I. *“Rent” or “rental amount”* means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.
- J. *“Rental agreement”* means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.”
- K. *“Security deposit”* means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.
- L. *“Substantial rehabilitation”* means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.
- M. *“Tenant”* means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

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5.63.030 Distribution of information required.

A. Distribution of resources by landlord.

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Burien informational website address designated by the City for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within City limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.
2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

B. Distribution of information packets by landlord.

1. The Director shall prepare and update as necessary, summaries of this chapter, the Burien Building and Property Maintenance Code (BMC 15.40), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.
2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.
5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

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6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.
- C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

5.63.040 Deposit requirements and installment payments permitted.

- A. Installment payments, generally. Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.
- B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.
- C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.
- D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a fourteen-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

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- E. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.
- F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.
- G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.
- H. Nothing in this Chapter 5.63 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.

5.63.050 Notice requirement generally – reasonable accommodation request. A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter.

5.63.060 Notice of proposed sale of low-income housing. Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development, shall notify the Director of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this subsection, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the Director of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection.

5.63.070 Just Cause Eviction

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- A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). Owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the City of Burien as required by BMC Chapter 5.62, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the City of Burien pursuant to BMC Chapter 5.62 before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this Section BMC 5.63.070:
1. The tenant fails to comply with a fourteen-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to chapter RCW 7.43), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);
 2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12 month period;
 3. The tenant fails to comply with a ten day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18.130 RCW;
 4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten day notice to comply or vacate three or more times in a 12 month period;
 5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection 5.63.070(A)(5) if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

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6. The owner elects to sell a dwelling unit subject to the provisions of this Chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:
 - (a). Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or
 - (b) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;
7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;
8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;
9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converts the building to a condominium;
10. The owner seeks to discontinue use of a housing unit unauthorized by BMC 19 after receipt of a notice of violation;
11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by BMC Title 15 and
 - (a) (1) The number of such individuals was more than is lawful under the current version of BMC Title 15; and

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- (2) That number has not increased with the knowledge or consent of the owner;
and
 - (3) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents and
- (b) The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and
 - (c) After expiration of the 30 day notice, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the limit on the number of occupants or vacate, and
 - (d) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that, the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;
12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to BMC 15 and the emergency conditions identified in the order have not been corrected;
13. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of BMC Title 19;
14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the Department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:
- a. Engages in drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or

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- b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

- B. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this Subsection 5.63.070 shall be deemed void and of no lawful force or effect.

- C. With any termination notices required by law, owners terminating any tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons;

- D. If a tenant who has received a notice of termination of tenancy claiming subsection 5.63.070(A)(5), 5.63.070(A)(6) or 5.63.070(A)(13) as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the Director, then the owner must, within ten days of being notified by the Director of the complaint, complete and file with the Director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

- E. In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.

- F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsections 5.63.070(A)(5), 5.63.070(A)(6), 5.63.070(A)(8), 5.63.070(A)(11), 5.63.070(A)(12) or 5.63.070(A)(13) as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

- G. An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsections 5.63.070(A)(5), 5.63.070(A)(6) 5.63.070 (A)(8) as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

5.63.075 Housing Ombudsman.

- A. It is the intent of the City of Burien to establish, in addition to other remedies or rights of appeal of any person under local, state or federal law, an independent, impartial local office readily available to the public and empowered to investigate housing disputes; to direct tenants, landlords and persons to the right avenue of recourse and/or the proper venue for recourse for conflicts; to assist in resolving problems and grievances between a landlord and a tenant; to document and identify issues and problems with residential rental housing

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and landlord-tenant relationships; and to recommend needed changes to laws to the City of Burien City Council.

- B. The Office of Housing Ombudsman is hereby established in the City of Burien for the health, safety and welfare of citizens seeking or who have obtained residential housing, or who offer or provide residential housing in the City of Burien.
- C. The Housing Ombudsmen shall report to the City Manager. This arrangement helps to guarantee the independence of the Housing Ombudsmen, who is not only providing a direct service to citizens but is performing a role in legislative oversight of the City of Burien Housing Ombudsman program by reporting to the City Manager.
- D. The Housing Ombudsman shall be a person of recognized judgment, objectivity and integrity who is well-equipped to analyze problems of law, administration and public policy.
- E. No person while serving as Ombudsman:
 - i. Shall engage in any other occupation, business, or profession likely to detract from the full-time performance of his or her duties as Ombudsman; or,
 - ii. Shall engage in any other occupation, business or profession likely to result in a conflict of interest or an appearance of impropriety or partiality.
- F. The Housing Ombudsman shall follow the policies, rules and procedures as adopted by the City of Burien for the Office of Housing Ombudsman.

5.63.080 Compliance and enforcement.

A. Powers and duties of the Director.

- 1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of final rules and regulations.
- 2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.
- 3. The Director is authorized to request records from landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants' names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

B. Notice of Violation.

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1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of Violation shall include:
 - a. The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;
 - b. A description of the violation and a reference to the provisions of this chapter which have been violated;
 - c. A description of the action required to comply with the provisions of this chapter;
 - d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the City Clerk no later than ten days after the Notice of Violation has been issued;
 - e. A statement that penalties will accrue as provided in this chapter;
 - f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to conciliate.

2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of Violation is issued by personal delivery or first-class mail.

C. Civil Penalties.

1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.
 - a. For a violation of Distribution of information required (BMC 5.63.030), Deposit requirements and installment payments (BMC 5.63.040), Notice requirement generally (BMC 5.63.050), a landlord shall be subject to the following penalties:
 - (1) For the first violation for each affected dwelling unit, \$500; and
 - (2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.

 - b. Unless otherwise stated in BMC 5.63.070(G), for a violation of Just Cause Eviction (BMC 5.63.070) a landlord shall be subject to the following penalties:
 - (1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;
 - (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.

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2. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.
3. Any civil penalties paid by the landlord shall be kept by the City.

D. Administrative Review by the Director

1. General. A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.
2. How to request administrative review. A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.
3. Decision of Director. After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first class mail.

- E. Appeals to the Hearing Examiner of Director's Decision. Appeal of the Director's decision shall be made within ten days from the date of the Director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the Hearing Examiner, which appeal shall be governed by BMC 2.15.

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Rental Housing Inspection Program (RHIP)

- 5.62.010 Purpose.
- 5.62.020 Applicability – conflicts.
- 5.62.030 Definitions.
- 5.62.040 Scope.
- 5.62.050 License period – Application and relicensing – Fee.
- 5.62.060 Denial or revocation of business licenses for residential rental housing.
- 5.62.070 Certificates of inspection.
- 5.62.080 Notice that rental is unlawful when certificate not provided.
- 5.62.090 Other inspections.
- 5.62.100 Director is authorized to make rules.
- 5.62.110 Correction notice prior to enforcement.
- 5.62.120 Immediate health and safety threats.
- 5.62.130 Immunity, no warranty by City, and no private right of action.
- 5.62.140 Notice – Additional penalties.
- 5.62.150 Consistency with Chapter 59.18 RCW.

5.62.010 Purpose. The City of Burien finds that the establishment of a rental housing safety inspection program (“RHIP”) will protect the public health, safety, and welfare of tenants by encouraging the proper maintenance of rental housing by identifying and requiring correction of substandard housing conditions. By establishing this program, the City intends to prevent conditions of deterioration and blight that would adversely impact the quality of life in Burien.

5.62.020 Applicability – Conflicts. The provisions of this chapter shall apply in addition to the provisions of any other code provision or ordinance. Where there is a conflict, the more restrictive provision shall apply.

5.62.030 Definitions. For the purpose of this chapter, the following words or phrases have the meanings prescribed below:

- A. *Accessory dwelling unit or ADU* means a second, subordinate housing unit that is accessory to a single-family residence and which meets the definition and requirements of BMC 19.10.012.
- B. *Building* means a structure having a roof supported by columns or walls used for supporting or sheltering a use of any kind.
- C. *Building code* means all code provisions adopted in and throughout BMC 15.40
- D. *Business license* means a business license as required by BMC 5.05.
- E. *Certificate of inspection* means the document signed and dated by a qualified rental housing inspector and submitted to the City as the result of an inspection conducted by a qualified rental housing inspector that certifies that the residential housing units that were inspected comply

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with the requirements and standards of this chapter.

- F. *Declaration of compliance* means a statement submitted to the City by the owner or the landlord that certifies that, to the best of his or her knowledge, after an onsite review of the conditions of the rental unit, each residential housing unit complies with the requirements and standards of this chapter.
- G. *Department* means the City of Burien Department of Community Development.
- H. *Director* means the City of Burien Department of Community Development Director or his or her designee.
- I. *Fire code* means all code provisions adopted in and throughout BMC 15.20
- J. *Landlord* means the owner, lessor, or sub-lessor of the rental unit or the rental property of which it is a part and, in addition, means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager.
- K. *Mobile home* means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.
- L. *Owner* means one or more persons, jointly or severally, in whom is vested:
1. All or any part of the legal title to property; or
 2. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.
- M. *Qualified rental housing inspector* and *RHI* mean a private inspector who possesses at least one of the following credentials and who has been approved by the director as an RHI based on a process developed by the director consistent with the intent of this chapter:
1. American Association of Code Enforcement Property Maintenance and Housing Inspector certification;
 2. International Code Council Property Maintenance and Housing Inspector certification;
 3. International Code Council Residential Building Code Inspector;
 4. Washington State licensed home inspector; or
 5. Other acceptable credential the director establishes by rule.
- N. *Rental property* means all residential dwelling units rented or leased on a single parcel of land managed by the same landlord.
- O. *Rental property complex* means all residential dwelling units rented or leased on a contiguous parcel or parcels of land managed by the same landlord as a single rental complex.

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- P. *Rental unit* means a residential housing unit occupied or rented by a tenant or available for rent by a tenant.
- Q. *Residential housing unit* means any building or part of a building in the City of Burien that is used or may be used as a home, residence, or sleeping place by one or more persons, including but not limited to single-family residences, accessory dwelling units, duplexes, triplexes, fourplexes, townhouses, multifamily dwellings, apartment buildings, condominiums, and similar living accommodations.
- R. *Shelter* means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- S. *Single-family residence* means a single detached building containing only one residential housing unit that is completely separated by open space on all sides from any other structure, except its own garage or shed.
- T. *Tenant* means a person entitled to occupy a residential housing unit pursuant to a rental agreement or who pays rent for occupancy or possession.
- U. *Transitional housing* means residential housing units owned, operated, or managed by a nonprofit agency or governmental entity in which supportive services are provided to individuals or families that were formerly homeless, with the intent to stabilize them and move them to permanent housing within a period of not more than 24 months.
- V. *Unit unavailable for rent* means a residential housing unit that is not offered or available for rent as a rental unit, and that prior to offering or making the unit available as a rental unit, the owner is required to obtain a residential rental registration for the rental property in which the unit is located and comply with applicable regulations adopted pursuant to this chapter.

5.62.040 Scope.

- A. *Exempt residential housing units.* This chapter does not apply to the following residential housing units:
1. Owner-occupied single-family residences;
 2. Units unavailable for rent;
 3. Housing accommodations in a hotel, motel, short term rentals such as Airbnbs, etc., or other similar transient lodging;
 4. Housing accommodations at an institution, whether public or private, where residence is merely incidental to detention or the provision of medical, religious, educational,

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recreational, or similar services, including but not limited to correctional facilities, licensed nursing homes, monasteries and convents, and hospitals;

5. Owner-occupied mobile homes or manufactured homes, both as defined in Chapter 59.20 RCW;
 6. Shelters and transitional housing; and
 7. Rental units that a government unit, agency, or authority owns, operates, or manages, or that are specifically exempted from such a registration requirement by state or federal law or administrative regulation. This exemption does not apply once the governmental ownership, operation, or management is discontinued.
 8. Accessory Dwelling Units.
- B. *Business license required.* As a condition of operation, each and every owner or landlord renting or leasing a residential housing unit within the city limits shall, in accordance with BMC 5.05, obtain and maintain a business license. The issuance of such a license shall be considered a privilege and not an absolute right of the landlord, and the possession of such license shall not entitle the landlord to a new business license for subsequent years.
1. *Exemptions.* Landlords are exempt from the requirement to obtain a business license for the following rental units:
 - a. Single-family residences;
 - b. Mobile homes or manufactured homes, both as defined in Chapter 59.20 RCW;
 - c. Condominiums and townhomes; and
 - d. All residential housing units exempt from the residential rental housing registration requirements under subsection (A) of this section.
 2. *Penalty for not obtaining business license.* In addition to the penalties set forth in BMC 5.05, there shall be assessed a penalty of \$100 per day for each day that a residential housing unit operates without a valid and current business license for the first 10 days of noncompliance with this chapter, and up to \$400 per day for each day in excess of 10 days of noncompliance with this chapter.
 3. *Display of program information.* Information regarding the rental housing and safety inspection program shall be posted on the inside of each residential housing unit or in a common area; provided, that the director may by rule establish one or more alternative or additional methods for conveying the information to tenants.
 4. *Declaration of compliance.* As a condition to the issuance and/or renewal of a business license, an applicant shall provide a valid declaration of compliance addressing each rental unit in the rental property prior to the issuance of a license. A declaration of compliance submitted under this chapter must state that each unit complies with the requirements of this chapter and that there are no conditions presented in the units that endanger or impair the health or safety of a tenant.

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5.62.050 Business license period – Application and relicensing – Fee. Pursuant to BMC 5.05.160, the business licensing period shall run from January 1 through the December 31st. Licenses issued shall be effective from the date of issue until the following December 31st, unless sooner suspended or revoked as provided in this chapter. Any application for a license required by this chapter shall be accompanied by an Initial certificate of inspection and a fee as established in BMC 5.05 and any resolution established in accordance with that chapter. Business license applications for residential rental housing shall comply with the requirements of BMC 5.05.100.

5.62.060 Denial or revocation of license – Appeal.

- A. *Denial or revocation of license.* A business license issued to a residential rental housing unit or units may be denied or revoked for the following reasons:
1. Failure to obtain a certificate of inspection as required by this chapter;
 2. The certificate of inspection or business license was procured by fraud or false representation of fact;
 3. The applicant or registration holder has failed to comply with any of the provisions of this chapter;
 4. The applicant or registration holder is in default in any fee due to the City under this chapter;
 5. Any reason set forth in BMC 5.05.130 - .140
 6. The property is subject to a notice of violation for a code violation which has been deemed committed or found to have been committed pursuant to BMC 1.15 or violation of the Revised Code of Washington.
- B. *Process – Appeal.* The denial or revocation of a business license for a residential rental housing unit or units shall comply with the business license revocation procedures set forth in BMC 5.05.140. The denial or revocation of a business license required by this chapter may be appealed in conformance with the requirements of BMC 5.05.150.
- C. If a business license issued for a residential rental housing unit(s) is revoked, or an application for a license is denied, the landlord will be granted a business license only after:
1. Any and all deficiencies on which the revocation or denial was based have been corrected;
 2. In the event an inspection has been required, the applicant has provided to the City a valid certificate of inspection that meets the requirements of this chapter; and
 3. The applicant pays a license fee as determined by ordinance.
- D. Tenant relocation assistance shall be provided as required by RCW 59.18.085, and pursuant to the process set forth therein.

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5.62.070 Certificates of inspection.

- A. All residential rental properties subject to the requirements of this chapter must be inspected once every three years by a qualified rental housing inspector and will require a certificate of inspection within a time period established by the director. The property selection process shall be based on a methodology determined by the director that will further the purpose of this chapter.
- B. The director is authorized to create and publish a checklist to be used for declarations of compliance and inspections submitted or conducted under this chapter, and is authorized to include additional standards including, but not limited to, those within the building code, fire code, or RCW 59.18.060.
- C. All certificates of inspection submitted under this chapter must state that all units subject to inspection have been inspected, and that all units inspected comply with the requirements of the checklist.
- D. A certificate of inspection shall be based upon a physical inspection by the qualified rental housing inspector of the residential housing units conducted not more than 90 days prior to the date of the certificate of inspection.
- E. The certificate of inspection shall list and show compliance with the minimum standards for each residential housing unit that was inspected using the checklist provided by the City and shall contain such other information as determined by the director to carry out the intent of this chapter.
- F. *Limitations and conditions on inspection of units for certificate of inspection.*
 - 1. The unit selection process shall be based on a methodology determined by the director that will further the purpose of this chapter.
 - 2. The City may only require a certificate of inspection on a rental property no more frequently than once every three years in accordance with RCW 59.18.125.
 - 3. A rental property that has received a certificate of occupancy within the last four years and has had no code violations reported on the property during that period is exempt from inspection.
 - 4. For properties that require an inspection, the owner or landlord must send written notice of the inspection to all units at the rental property. The notice must advise tenants that some of the units at the property will be inspected and that the tenants whose units need repairs or maintenance should send written notification to the landlord as provided in RCW

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59.18.070. The notice must also advise tenants that if the landlord fails to adequately respond to the request for repairs or maintenance, the tenants may contact City of Burien officials. A copy of the notice must be provided to the inspector upon request on the day of inspection.

5. If a rental property has 20 or fewer rental units, no more than four rental units at the rental property may be selected by the City to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.
6. If a rental property has 21 or more rental units, no more than 20 percent of the units, rounded up to the next whole number, on the rental property, and up to a maximum of 50 units at any one property, may be selected by the City to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.
7. If an owner or landlord is asked to provide a certificate of inspection for a sample of units on the rental property and a selected unit fails the initial inspection, the City may require up to 100 percent of the units on the rental property to provide a certificate of inspection.
8. If a rental property has had conditions that endanger or impair the health or safety of a tenant reported since the last required inspection, the City may require 100 percent of the units on the rental property to provide a certificate of inspection.
9. An inspector conducting an inspection under this chapter may only investigate a rental property as needed to provide a certificate of inspection.

G. *Notice to tenants.*

1. The landlord shall provide written notification of his or her intent to allow an inspector to enter an individual unit for the purposes of providing the City with a declaration of compliance or certificate of inspection in accordance with RCW 59.18.150(6). The written notice must indicate the date and approximate time of the inspection and the company or person performing the inspection, and that the tenant has the right to see the inspector's identification before the inspector enters the individual unit. A copy of this notice must be provided to the inspector upon request on or before the day of inspection.
2. A tenant who continues to deny access to his or her unit is subject to the penalties in RCW 59.18.150(8).

5.62.080 Notice that rental is unlawful when certificate not provided. When a certificate of inspection or a declaration of compliance is required for a specified residential housing unit under this chapter and a valid certificate of inspection or declaration of compliance has not been

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provided to the City, the director is authorized to notify the owner or landlord that until a valid certificate of inspection or declaration of compliance is provided to the City, it is unlawful to rent or to allow a tenant to continue to occupy the residential housing unit. It shall be unlawful to rent or allow a tenant to occupy or continue to occupy such unit.

5.62.090 Other inspections. Nothing in this chapter precludes additional inspections conducted under RCW 59.18.150, Chapter BMC 1.15, or at the request or consent of a tenant, pursuant to a warrant, or pursuant to the tenant remedy provided by RCW 59.18.115 of the Residential Landlord-Tenant Act.

5.62.100 Director is authorized to make rules. The director is authorized to adopt, publish, and enforce rules and regulations, consistent with this chapter and the standards in this chapter, for the purpose of carrying out the provisions of this chapter and it is unlawful to violate or fail to comply with any such rule or regulation.

5.62.110 Correction notice prior to enforcement. Before the City suspends or revokes a registration or imposes the penalties set forth in this chapter, an attempt shall be made to give the owner or landlord a written notice by personal service or by certified mail, return receipt requested, stating the existence of a violation, that enforcement action is contemplated, and that such person shall have a specified period of time in which to correct the violation.

5.62.120 Immediate health and safety threats. Nothing in this chapter shall limit the City's ability to inspect properties and issue citations for property-related conditions that may constitute an immediate health or safety threat.

5.62.130 Immunity, no warranty by City, and no private right of action. The purpose of this chapter is to promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms. Nothing contained in this chapter is intended nor shall be construed to create any liability on the part of the City or its employees for any injury or damage resulting from the failure of an owner, landlord, inspector, or other individual to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City or its employees. By enacting and undertaking to enforce this chapter, neither the City, its agents or employees, nor the City council warrant or guarantee the safety, fitness, nor suitability of any dwelling in the City or any unit inspected under this program. Owners, landlords, and occupants shall take whatever steps they deem appropriate to protect their interest, health, safety, and welfare. Nothing contained in this chapter is intended to create a private right of action.

5.62.140 Notice – Additional penalties.

A. Prior to imposing any penalties set forth in this chapter, the City shall provide notice and an opportunity to correct pursuant to BMC 1.15.100

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- B. Any person who knowingly submits or assists in the submission of a falsified certificate of inspection, or knowingly submits falsified information upon which a certificate of inspection is issued, is guilty of a gross misdemeanor and must be punished by a fine of not more than \$5,000 as provided in RCW 59.18.125.

- C. The penalties imposed in this chapter are not exclusive when the acts or omissions constitute a violation of another chapter of the Burien City Code. In addition to all other penalties, remedies, or other enforcement measures established within this chapter, or as otherwise provided by law, the acts or omissions that constitute violations of this chapter may be subject to penalties and enforcement provisions as provided by other chapters of the Burien City Code, and such penalties and enforcement provisions may be imposed as set forth therein. All remedies under this chapter are cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another. Remedies may be used singly or in combination; in addition, the City of Burien may exercise any rights it has at law or equity.

5.62.150 Consistency with Chapter 59.18 RCW. The provisions of this chapter shall be interpreted in a manner that is consistent with the provisions of Chapter 59.18 RCW.



TO: SKHHP Executive Board

FROM: Jeff Tate, Director of Community Development, City of Auburn

DATE: October 18, 2019

RE: HB 1923 Grant Application and Collaboration Overview

The 2019 Washington State Legislature enacted HB 1923 which created a grant opportunity made available to cities in Washington State for the purposes of encouraging an increase in urban residential building capacity. The Department of Commerce is overseeing the administration of the grant program which allows cities with a population of over 20,000 to apply for grants of up to \$100,000. The deadline for grant application submittals was September 30, 2019.

Six SKHHP member cities (Auburn, Burien, Federal Way, Kent, Renton and Tukwila) have each submitted a grant application with a request of \$100,000 for each city. Each grant application seeks to utilize funding in the following manner:

1. Each city would contribute approximately \$15,000 to \$20,000 to a collective pool of money that would total \$90,000 to \$120,000. This pooled money would be used for the purpose of developing a comprehensive assessment of the housing stock in South King County, including growth, type, associated demographics and income/affordability. Exact scope of work will determine dollar amount.
2. Each city would retain approximately \$80,000 to \$85,000 to utilize for housing policy development within its own boundaries.

The regional assessment described in item #1 will inform city-level Housing Action Plans that all begin with the same data, background, and decision-making framework. Because this collaborative work, if awarded funding, will require each participating city to pool a portion of their funds, SKHHP's groundwork makes it an ideal vehicle for the financial transaction that would be necessary to enable the funds to be available for the work to begin. All participating cities will be represented on a staff group, which will utilize consultants in addition to significant staff time; consultant selection and project content and deliverables will be jointly determined. The City of Kent has been coordinating this effort and has volunteered to oversee the project including disbursement of the grant funds.

Next Steps: At the October 25, 2019 SKHHP Executive Board meeting, City of Kent Long Range Planning Manager Hayley Bonsteel will provide additional overview of the concept.

SKHHP Exec Board Request: Grant general support for an approach that would allow SKHHP and its Administering Agency to be the holder and manager of the pooled funds totaling no more than approximately \$120,000 and that authorizes the City of Kent to manage the grant and any consultant contracts associated with the use of these funds.

RESOLUTION NO. 2019-06

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING COUNTY HOUSING AND HOMELESSNESS PARTNERS URGING SKHHP ~~MEMBERS~~ MEMBER CITIES TO SUPPORT POOLING OF HB 1406 FUNDS.

WHEREAS, in 2019 the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, and Tukwila and King County entered into an Interlocal Agreement (ILA) that formed the South King Housing and Homelessness Partners (SKHHP); and

WHEREAS, pursuant to the ILA, the ~~partners~~ member cities have a common goal to ensure availability of housing that meets the needs of all income levels in South King County; and

WHEREAS, also pursuant to the ILA, the ~~partners~~ member cities wish to act cooperatively to formulate housing policies and strategies that address housing stability, to foster efforts to preserve and provide affordable housing by combining public funding with private-sector resources, to support implementation of the Washington State GMA, related countywide planning policies, and other local policies and program relating to affordable housing, and to do so efficiently and expeditiously; and

WHEREAS, also pursuant to the ILA, the ~~parties~~ member cities have determined that the most efficient and expeditious way for the parties to address affordable housing needs in South King County is through cooperative action and pooling of public and private resources; and

WHEREAS, the ILA states that the parties intend that the ILA serves as a framework for all participating municipalities within the broader SKHHP Sphere of Influence to do the aforementioned work; and

WHEREAS, on July 26, 2019 the SKHHP Executive Board adopted Resolution 2019-05 which urges member cities to declare their intent to enact the provisions of HB 1406; and

WHEREAS, Resolution 2019-065 states that the Executive Board commits to developing options and a recommendation, including for the proposed pooling of funding, that details funding commitments for each member's city's legislative authority to consider for future subsequent action; and

WHEREAS, HB 1406 is a powerful and meaningful funding source to further advance the efforts of the housing objectives established through the ILA that, if pooled, will generate approximately \$1,000,000 per year for the eligible 20 year period (See Attachment A); and

WHEREAS, the Executive Board adopts the recommendations contained within this resolution as a unified statement of support by SKHHP member cities.

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

Section 1. The Executive Board of SKHHP urges all ~~members~~ member cities to pool the base sales tax credit revenues collected under HB 1406 and to allocate the full amount of those revenues to SKHHP.

Section 2. In order to maximize HB 1406 funding within King County, the Executive Board of SKHHP urges all ~~members~~ member cities to take Ordinance action on HB 1406 after King County takes action.

Section 3. The Executive Board of SKHHP urges King County to ~~provide award~~ HB 1406 funds to ~~SKHHP housing development based in the Urban Growth Areas (UGA) of SKHHP member cities~~ in a manner that proportionately represents the cumulative population of ~~the UGA's of~~ SKHHP member cities.

Section 4. The Executive Board of SKHHP commits to aligning the use of HB 1406 funds with the work plan required within the adopted ILA ~~and the recommendation and priorities of the Regional Affordable Housing Task Force Five Year Action Plan.~~

Section 5. ~~Individual municipalities have unique housing needs and priorities and not every project proposal will align with a city's goals, policies, or laws. The intent and effect of this resolution is not to usurp a city's individual authority. Therefore, if funds are pooled for the purpose of aiding in the creation or preservation of housing, the process for project consideration must allow the city in which the project is proposed to first approve or reject the proposal prior to the Executive Board's commitment of funds to the project.~~

Section 56. This Resolution will take effect and be in full force on passage and signature.

Dated and Signed this _____ day of _____, 2019.

SOUTH KING COUNTY HOUSING AND HOMELESSNESS PARTNERS

NANCY BACKUS, CHAIR

Shawn Campbell, Auburn City Clerk

SKHHP Resolution 2019-06 ~~Exhibit~~ Attachment A

Estimated HB 1406 Revenue by SKHHP Municipality (based on 2018 revenues)

| City | Estimated Annual Revenue |
|--|---------------------------------|
| Auburn | \$154,992 |
| Burien | \$65,477 |
| Covington | \$43,678 |
| Des Moines | \$29,793 |
| Federal Way | \$124,142 |
| Kent | \$185,467 |
| Normandy Park | \$4,866 |
| Renton | \$236,380 |
| Tukwila | \$162,046 |
| Total (not including King County) | \$1,006,841.00 |