

TENANT PROTECTIONS

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TENANT PROTECTIONS INTRODUCTION

Council Resolution Establishing Priorities for Fair Housing Policy Work

- Tenant protection ordinances including advance notice of sale, right to counsel for all tenants in housing court, just-cause eviction and condemnation assessments.
- Ordinances to reduce barriers to finding rental housing including ban-the-box, limiting application fees
- An Emergency Repair Fund to make needed life-safety repairs in rental properties in order to prevent displacement (to be assessed to the landlord).
- Working with our community partners to increase the use of Tenant Remedies Actions

Council Direction to Council Research as Part of the Council's 2019 Work Plan Coming Out of Organizational Committee

Our Backgrounds – Senior Analysts and Hearing Officers

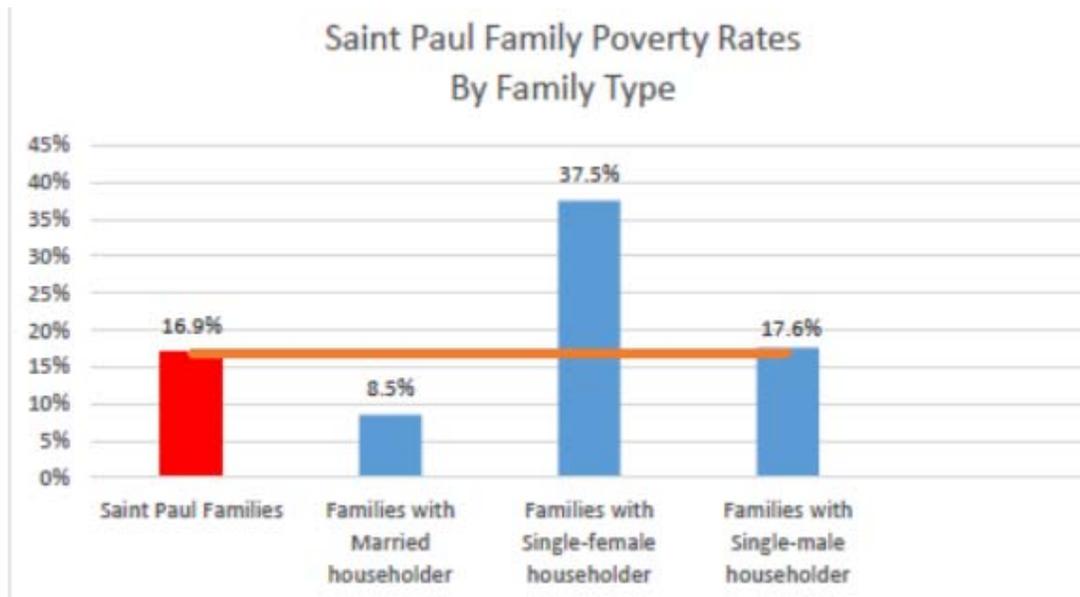
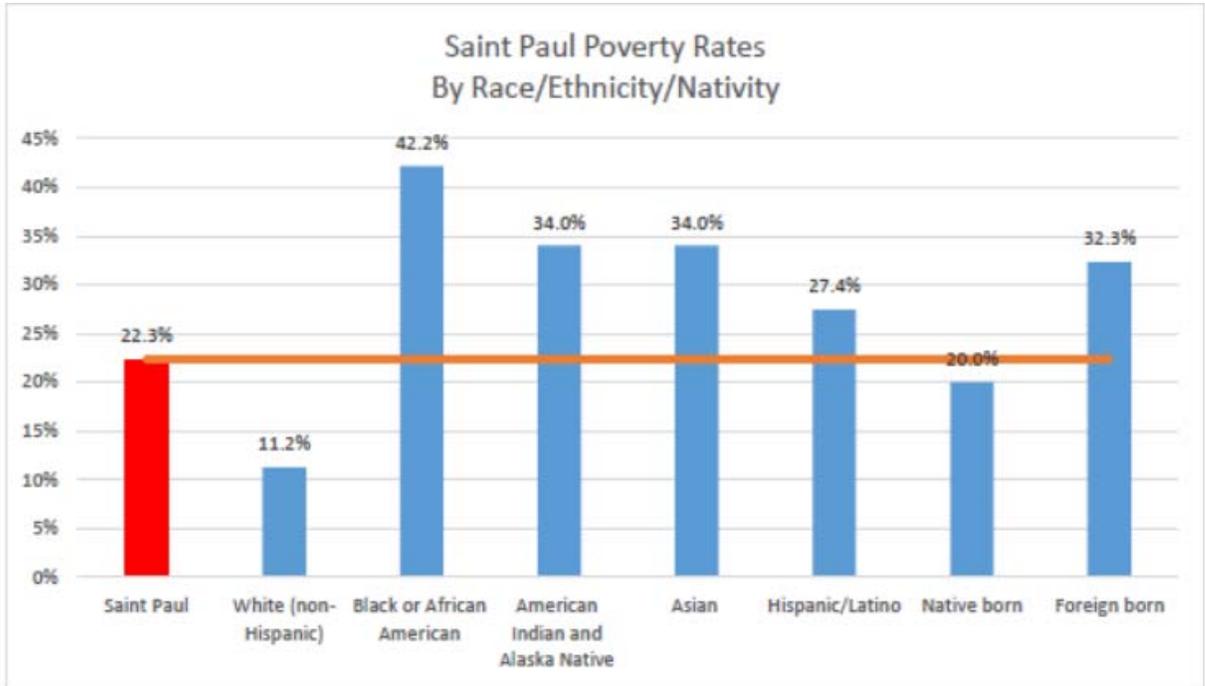
- As analysts we have reported to Council on a variety of topics over the years, some of which are related to today's conversation, such as the mortgage foreclosure crisis and its impact on Saint Paul neighborhoods, problem properties and poverty in Saint Paul
- As hearing officers we have seen landlords who
 - know they have the responsibility to do property maintenance, incorporate the requirement to do property maintenance into their leases, but do not inform tenants when they receive notices from the city to cut grass, pick up trash, or shovel snow. (City does send letters to occupants also, but in many cases they go unopened) The result is that the cost of city clean-ups gets attached to the tenant's security deposit;
 - rent out spaces for use as bedrooms which are not safe, such as condemned properties, registered vacant buildings, basements where tenants are sleeping in areas which are a part of the utility room or in bedrooms with no safe egress window,
 - neglect repairs and don't show for scheduled inspections, so the property deteriorates further and is at risk of serious enforcement actions;
 - neglect or delay major repairs which can and do result in condemnation in order to avoid the cost of evicting the tenant by having the city vacate the unsafe property
- To be fair, we have also seen landlords come forward with units needing thousands or tens of thousands of dollars in repair due to tenant damage, some let the apartment remain vacant for lack of funds to do the repairs, some repair and sell to an owner-occupant or an investor/landlord
- Tenants knowing they face eviction cause damage, call in inspectors to get the landlord in trouble.

Goal – Improve rights and protections for tenants to access and maintain stable housing for themselves and their families.

- Although this issue transcends tenant income and housing costs, the need is most profound for those seeking housing on the more affordable end of the housing cost spectrum.
- Market impact of tenant rights' proposals needs to balance with market impacts on landlords in a way that does not decrease the number of units available.
- Biggest tenant protection of all is a rental housing stock with more than a 5% vacancy rate.
- Saint Paul hovers between 2% - 4% for all unit types

Poverty –

- According to the most recent American Community Survey, Saint Paul has about 60,000 living at or below the federal poverty level, or about 20% of its population.
- In the balance of Ramsey County, 8% of the population is living in poverty.
- Looking at the same data through 1 final lens – we see that Saint Paul makes up 56% of the county’s population, but 76% of the county population living in poverty live in Saint Paul.
- When we studied poverty for the Council in 2017 we found that women of color with children were by far the most likely group to be experiencing poverty. We believe we can take this a step further and to say they are the most likely to be struggling to provide housing for their families



Rental Units

- According to the most recent American Community Survey, 50% (56,355) of the housing units in Saint Paul are rental.
- In the balance of Ramsey County, 30% of the housing units are rental.
- Again, looking at this data through 1 final lens – we see that Saint Paul contains 56% of the county’s population, but 66% of the county’s rental units.

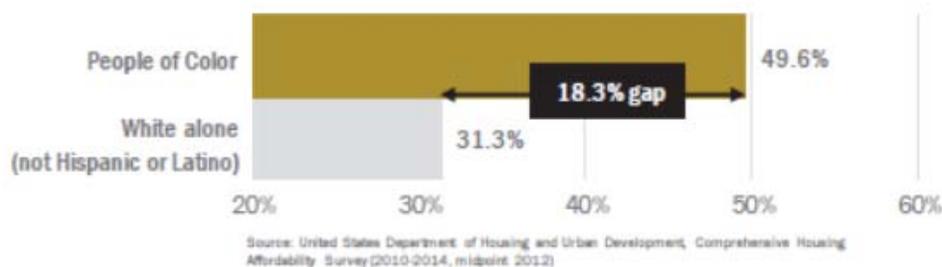
Why this matters for today –

- poverty and low income prevent access to most of the housing stock in the Saint Paul and the region through the inability to pay rent or the inability to demonstrate ability to pay rent using traditional screening criteria, thus magnifying the importance of the protections renters are given
- measures undertaken by the county and by district court in this arena are more than twice as likely to impact Saint Paul residents compared to those living in other parts of the county

Rental Housing Cost Burden

- Last week Fair Housing staff shared the statistic that 59% of Saint Paul renter households earn less than 60% of area median income, and of those, 75% paid more than 30% of their monthly income on rent (moderately cost burdened), and about another 40% paid over 50% of their monthly income on rent (severely cost burdened)
- For some context, the proportion of severely or moderately cost burdened renters is nearly 50% nationally¹;
- Statistics of housing cost burdened households by race show people of color are almost twice as likely to experience burdensome housing costs –

Racial Disparity in Percent of Households that are Housing Cost-Burdened



- Note, according to the SPPHA 2018 Annual Report, the number of rental units in Saint Paul includes 4,273 Public Housing Units and 4,714 Housing Choice Voucher units, for a total of 8,987 units, or 16% of the rental units in the city. These units are governed under federal laws and guidelines, which largely or completely pre-empt local regulation. These units are, by definition, affordable.

¹ Household incomes are adjusted to 2017 dollars using the CPI-U for All Items. Moderately (severely) cost-burdened households pay 30–50% (more than 50%) of income for housing. Households with zero or negative income are assumed to have severe burdens, while households paying no cash rent are assumed to be without burdens. Source: JCHS tabulations of US Census Bureau, American Community Survey 1-Year Estimates.



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution: RES 18-1204

File Number: RES 18-1204

Calling for action to create and preserve housing that is affordable at all income levels, address racial, social and economic disparities in housing, and create infrastructure needed to stabilize housing for all in Saint Paul.

WHEREAS the Saint Paul City Council acknowledges the housing crisis in our city and region, and the urgent need to address the crisis as our population grows, and

WHEREAS the Met Council has forecasted the need for Saint Paul to house approximately 15,000 additional households by 2030, and

WHEREAS stagnant wages, skyrocketing rents, a lack of affordable housing and a 2.4 percent housing vacancy rate are making it harder for Saint Paul residents to find housing and to afford it over time, and

WHEREAS the Saint Paul Area Association of Realtors has stated that a healthy housing market has a six month supply of homes for sale, and that in June 2018 the supply was at 1.7 months, so Saint Paul needs to increase the homes for sale from 500 to 1720 to achieve a healthy housing market, and

WHEREAS the City Council has convened work groups to draft reports on poverty and homelessness as well as fair housing, and

WHEREAS Resolution 17-2064 passed by the City Council in December 2017 directed the Fair Housing Workgroup to develop a Fair Housing Strategic Plan and the Fair Housing Workgroup presented a report titled "Fair Housing Work Group: Status update and policy and program options in response to Resolution 17-2064" to the City Council in March 2018, and

WHEREAS the City of Saint Paul is currently engaging in programs and practices advancing Saint Paul's housing goals including:

- Low Income Housing Tax Credits (4 and 9%), which provide financial support for development of additional affordable multi-family rental units in areas of opportunity and preservation of units in areas of concentrated poverty,
- Inspiring Communities Program which provides financial support to develop additional affordable single family units.
- Home improvement loan program to support and preserve owner-occupied units.
- Rental Rehab loan program to support and preserve affordable, small rental units.
- Participation in the Fair Housing Implementation Council (FHIC).
- Emergency Solutions Grants, which provide financial support of partner organizations serving homeless individuals with shelter and basic needs, in partnership with Ramsey County, and

WHEREAS the City of Saint Paul is currently conducting studies and developing policies to advance Saint Paul's housing goals including:

- Completing a zoning study to develop a citywide accessory dwelling units policy in order to add capacity for more units in residential districts.
- Planning for strategic development of more densely populated neighborhood nodes as part of the 2040 Update to the Saint Paul Comprehensive Plan.
- Creating an Emergency Housing Plan to support tenants who are displaced due to building and code issues as determined by the Department of Safety and Inspections.
- Creating a citywide inventory of naturally occurring affordable housing (NOAH).
- Expanding the Human Rights and Equal Economic Opportunity Department's (HREEO) Fair Housing Training Program for property managers and landlords, and

NOW THEREFORE BE IT RESOLVED that the Saint Paul City Council commits to advancing the following policy changes:

- Requiring all housing projects that receive funding (directly or pass-through) from the HRA to accept Section 8 vouchers.
- Adding more points to the Low Income Housing Tax Credit scorecard for senior housing to assist residents as they age in our community.
- Working with our community partners to increase the use of Tenant Remedies Actions.

BE IT FURTHER RESOLVED that the City Council directs immediate changes to administrative policies including:

- Setting an ambitious goal for production of new housing over the next ten years with at least one-third of units affordable at 30-50% Area Median Income.
- Developing and employing an equitable development scorecard in PED resource team decisions to ensure local community benefits.
- Including Section 8 training in the Landlord 101 required training course for all new Certificate of Occupancy holders (landlords) in the city.
- Promoting Landlord 101 training to all existing landlords, and
- Implementing the 4D tax incentive to build and preserve affordable units, and

BE IT FURTHER RESOLVED that the City Council requests further study and legal analysis from city staff of the following policies or concepts by the end of 2019:

- Tenant protection ordinances including advance notice of sale, right to counsel for all tenants in housing court, just-cause eviction and condemnation assessments.
- Ordinances to reduce barriers to finding rental housing including ban-the-box, limiting application fees and increasing acceptance of Housing Choice Vouchers.
- Zoning studies by the Planning Commission to explore ways to increase density in residential districts including: analysis of increasing the maximum number of unrelated adults from 4 to 5 in units with more than 4 bedrooms; analysis on allowing more multi-unit buildings (i.e. triplexes and fourplexes) in along transit routes and in neighborhood nodes in single-family zoning districts; and reviewing and updating the definition of "family."
- Impacts and advantages of a citywide and/or targeted inclusionary zoning policy.
- Land trusts, cooperatives and other forms of home-ownership to preserve long-term affordability, and

BE IT FURTHER RESOLVED that the City Council requests that the Mayor's 2019 budget proposal includes significant new funding for:

- An Affordable Housing Trust Fund to assist in the creation of additional units of affordable housing and to renovate and preserve naturally occurring affordable housing.
- A Down Payment Assistance Program to benefit Saint Paul residents who wish to become home-owners and additional support for first-time home buyers.
- An Emergency Repair Fund to make needed life-safety repairs in rental properties in order to prevent displacement (to be assessed to the landlord).

BE IT FURTHER RESOLVED that the City Council requests funding be secured for a staff position to develop a fair housing strategy with a user-friendly dashboard to track and report on outcomes, coordinate between departments, monitor the housing landscape and propose programs and policies to improve housing stability citywide, and

NOW, FINALLY BE IT RESOLVED the City Council directs the creation of an advisory body dedicated to housing stability, under which experts, renters, landlords, homeowners, and advocates may provide input and support to staff and housing-related city activities.

At a meeting of the City Council on 7/18/2018, this Resolution was Passed.

Yea: 7 Councilmember Bostrom, Councilmember Brendmoen, Councilmember Thao, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, and Councilmember Henningson

Nay: 0

Vote Attested by  **Date** 7/18/2018
Council Secretary Trudy Moloney

Approved by the Mayor  **Date** 7/23/2018
Melvin Carter III

Clerk  **Date** _____
Shari Moore

Test Signature  **Date** _____
Shari Moore

TENANT SCREEING AGENCIES & REGULATIONS

Rental Applications

- The first step in trying to get into an apartment or rental home is the application filed with the landlord. There are many templates, but they generally seek the same kinds of information. It used to be the industry standard was that landlords would review the information, make some calls to employers or previous landlords and be ready to make a decision.
- With the advent of extensive digital records available on almost anyone regarding most aspects of their lives, HOME Line estimates tenant screening agencies are used for 80% of rental applications.ⁱ
- In Minnesota, the landlord must disclose the screening agency and criteria which will be used to review the housing application.

Tenant Screening Criteria – tend to fall into 3 general areas

- **Financial** – credit agency check, employment status and wages, rent payment history, evictions, rental references
 - Do these information sources accurately portray a prospective tenant’s ability and willingness to pay rent in a timely manner?
- **Criminal** – National Criminal Database, Sex Offender Registries, State and County Criminal records (in Minnesota this most frequently means checking Bureau of Criminal Apprehension record), terrorist lists, most wanted lists (See separate briefing on Criminal Background Screening)
 - Do these information sources accurately portray a prospective tenant’s likelihood of success as a good tenant and neighbor?
- **Identity** – Social Security Number confirmation, address history

Report Contents

- The report varies according to screening agency and type of report ordered, and there are inconsistencies in the industry
- Tenants have difficulty accessing what’s in the reports – under MN law, Saint Paul Code and Fair Credit Reporting Act (FCRA), they can get a copy of the *report used to turn them down* for housing
 - FCRA covers how a consumer's credit information is obtained, how long it is kept, and how it is shared with others—including consumers themselves. FCRA also gives consumers certain rights, including free access to their own credit reports.
- Critical for tenants to learn what is in their screening reports and correct inaccurate information. If tenants know ahead of time what’s going to be in the reports, they can correct the information with the screening agencies and, if necessary, credit bureaus. Tenants can also be prepared to address items which may make their applications less desirable and be prepared to advocate for themselves on those issues.
- There are a few screening agencies which provide screening reports to tenants.
- Accuracy in tenant screening reports is very critical for eviction and conviction expungements, yet this information is not consistently communicated out from the court system or updated in screening agency records, as housing approvals depend on it. However, there are occasional errors with significant consequences. It is critical for tenants to know the information showing up in their screening reports. There are a few screening agencies which provide screening reports to tenants. Tenant can also go directly to credit reporting agencies and criminal records searches.

Costs Associated with Rental Applications and Screening

- Tenant screening agencies generally charge between \$25 and \$60 to develop a screening report. The prices seem to vary based on the depth of information provided. (Some screening agencies have monthly fees or provide screening as a part of other service packages, so the exact cost is difficult to calculate.
- If a tenant is turned down based on screening, they are entitled to the return of the application fee
- The application fee is generally the same as the screening fee, but the landlord may charge for their expenses as well.

WHAT THE CITY COUNCIL CAN DO –

Standardization of Applications, Screening Criteria and Fees

- Explore (including in-depth legal analysis) if the City can limit application fees, or if we are pre-empted by state law. (Add to Consumer Protection Code)
- If after legal analysis the City cannot limit application fees, work with the Attorney General and Legislature to modify the law. Note, state law is silent on fee levels, except to say they cannot exceed costs. (California has a \$35 cap per screened adult)
- Lead effort to standardize application and screening procedures. This effort could involve bringing together landlord and tenant organizations to determine community baselines.
- Explore (including in-depth legal analysis) if City can require landlords to use an independent 3rd party screening already secured by the tenant, in order to save the tenant the application/screening fee for their unit. Add to Consumer Protection Code)
- Provide community and city leadership to establish a “oneapp” system, mirroring Portland’s which provides a location for tenant screening information to be crossed against available apartments and the screening criteria for those locations. This screening allows prospective tenants to fill out one application and, get screened using uniform criteria and then search for apartments based on the landlord’s individual criteria.
 - Saves tenants from applying for apartments for which they are not qualified – thus saving on application fees.
 - Saves landlords time by single posting and pre-screened applicants
 - Allows for city examination of potential discrimination of qualified, eligible tenants

OTHER IDEAS FOR CONSUMER PROTECTION CODE

- Explore (including in-depth legal analysis) if City can require that security deposits must be returned unless landlord can document from a signed (by both landlord and tenant) intake inspection report (also known as a rental housing disclosure report) that damages are caused by tenant and beyond normal wear and tear.
- If after legal analysis the City cannot govern security deposits, work with the Attorney General and Legislature to modify the law.
- Explore (including in-depth legal analysis) if City can require that landlords to pay for relocation costs for tenants who have been rented condemned units, units in the registered vacant building program or spaces within buildings which are unsafe – such as basement rooms without egress windows.
- If after legal analysis the City cannot require payment of relocation costs, work with the Attorney General and Legislature to modify the law.

Who Benefits from Tenant Application Simplification and Lower Fees?

From the Legislative Advisory Committee on Poverty Report to the City Council in 2017 –

In Saint Paul, where 22.3% of the population overall lives in poverty, rates among residents of color are 36.5% compared with 11.2% for white residents. The median income for East Metro households from 2010-2014 was \$67,106—for female-headed single-parent families it was \$43,543, but \$62,900 for male-headed single-parent families

Housing people in or near poverty is a difficult task for any city. Referring back to the cost of living tables earlier in the report, we know that our single parent with 2 children living at the poverty level for a family of 3 gets at most \$20,420 per year. In order for this family to not exceed the recommended 30% of their income on housing, they must find a place with rent and utilities around \$525 per month – a near impossibility in the “formal housing market.” Our family will likely end up spending a significantly higher proportion of their income on rent or perhaps doubling up with others. Alternatively, they could end up in a cycle of being housed, evicted for nonpayment, doubling up, being homeless, doubling up and being housed on their own again. Only 1 in 4 families who qualify for housing assistance through Section 8 actually received assistance, leaving the rest to fend as best they can.

For African American families, there is more likely to be a double whammy. First, the impact of the disproportionately high rate incarceration of black men in America on families cannot be underestimated. Second, African Americans are twice as likely to live in poverty in Saint Paul, compared to the population as a whole. Taken together, conviction and eviction act to destabilize families and diminish the quality of many lives.

ⁱ How to be the Smartest Renter on Your Block – A Minnesota Tenants’ Rights Guide, published by HOME Line.

CRIMINAL BACKGROUND AND TENANT SCREENING

Criminal background is one of the key items landlords across the country use to screen tenants. Screening agencies and individual landlords search criminal records in hopes they will communicate about how the tenant will succeed in their housing. Community conversations around the country and here in the metro are calling into question if these records give an accurate representation of this.

The consistent advice of tenant advocates is that tenants should find out what shows up in their criminal background reports and be ready to (proactively) speak to it in conversations with prospective landlords. Checking these also allows a tenant to become aware of incorrect information that can be corrected.

Minnesota Bureau of Criminal Apprehension

- Criminal Background is one of several criteria almost all prospective landlords screen.
- In Minnesota, most criminal background checks are done by checking data stored by the MN Bureau of Criminal Apprehension (BCA)
- BCA *public* version of records go back *many* years (15 years following completion of sentence)
- Public version of records includes offenses, courts of conviction, dates of conviction, sentencing information
- Public version of records does *not* include arrest data, juvenile data, criminal history data from other states, federal data, data on convictions where 15 years or more have elapsed since the completion of the sentence, other data deemed private or confidential
- Person can get their own criminal background records for \$8.
- In order to get complete criminal background information, including private data, you must be the subject of the data or have a signed consent form.
- Information can be submitted to correct records.

Minnesota Criminal History System (CHS)

- Minnesota Criminal History Record contains information on all arrests and convictions and is used by law enforcement
- State statutes require all law enforcement agencies in the state to report juvenile felony and gross misdemeanor arrests, and adult felony, gross misdemeanor, and targeted misdemeanor arrests to the Bureau of Criminal Apprehension (BCA).
- Law enforcement agencies are not required to report other misdemeanor arrests, but they may report them if they choose.
- Person can get their own Minnesota Criminal History Record records by request at the BCA. If a record is found matching name and date of birth, fingerprints are taken to confirm identity.
- Information can be submitted to correct records.

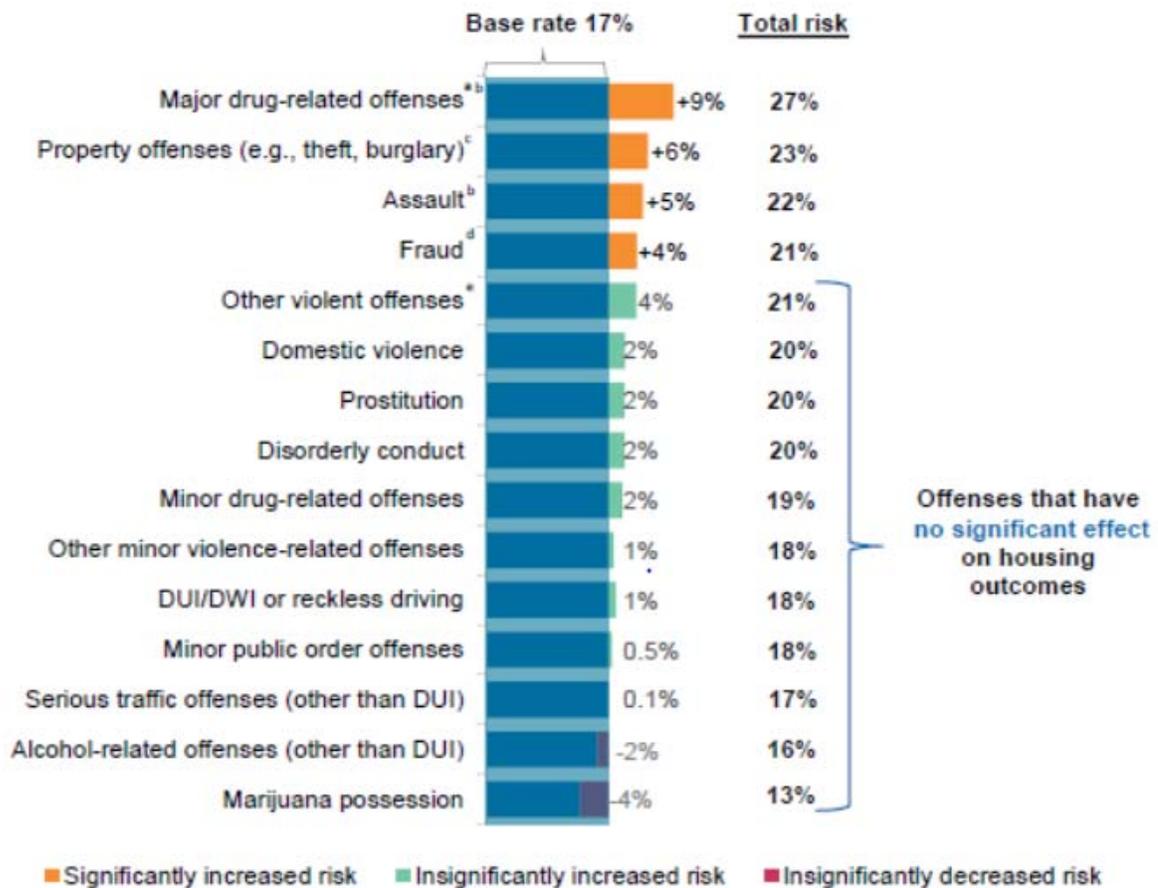
Minnesota Court Information Systems (MNCIS)

- Like BCA records, MNCIS records include offenses, courts of conviction, dates of conviction, sentencing information.
- MNCIS records also contain information on a person's existing, unpaid judgments; is being sued, or has been sued; if there is an active criminal court case, at least one that has resulted in a conviction or guilty plea; if there has been a divorce, child custody case, adoption, name change, probate proceeding and what time and where a court appearance is through the court calendars, and other information.

From Report: **Success in Housing: How Much Does Criminal Background Matter?** (A Research Project Initiated by Aeon, Beacon Interfaith Housing Collaborative, CommonBond Communities, and Project for Pride in Living, Conducted in Partnership with Wilder Research)

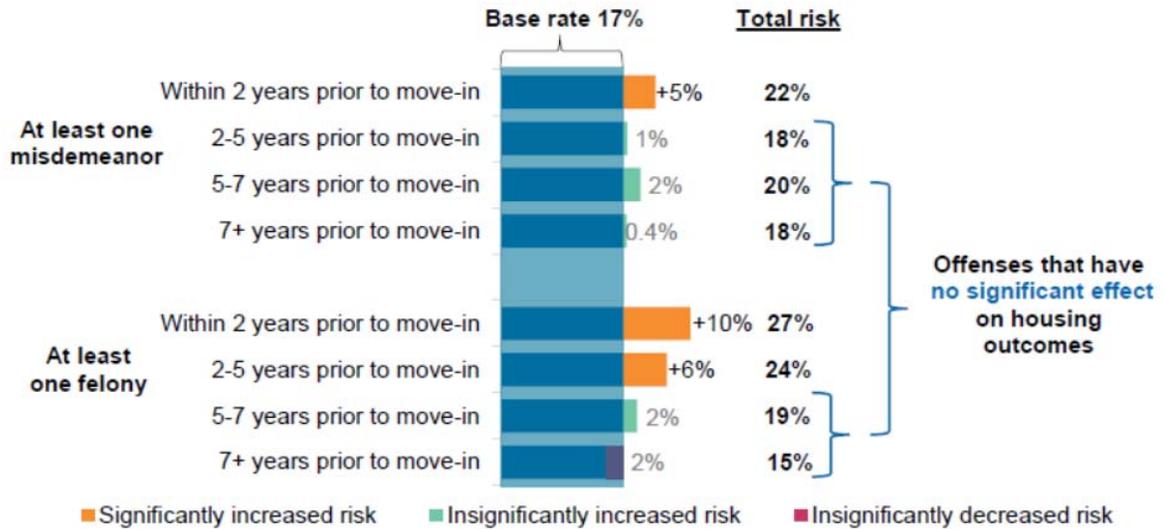
- *To the best of our knowledge, this is the first research of this kind.*
- 28% of the 10,500 households (which included approximately 15,000 individuals) had at least 1 adult with a prior criminal conviction.
- These households were reported to be younger, with lower incomes and lower rents – but slightly higher rent subsidies.
- Data indicate that most of the types of crime researched do not have an impact on success in housing.
- Although the graph shows a narrow band of crime types, when we checked the Minnesota 2018 Uniform Crime Report for Ramsey County, we found that 67% of arrests (not convictions) fell into these categories. (Note the 25 Crime Report categories do not align directly with 15 Wilder Research categories, Council Research tried to group them into those general categories.)

8. Most types of criminal background do not significantly increase the likelihood of negative housing outcomes.



- It appears the length of time which has passed since conviction does have an impact on success.
 - Misdemeanors appear to stop having a negative impact on tenant success 2 years after
 - Felonies appear to stop having a negative impact on tenant success 5 years after

9. The impact of criminal background on housing outcomes fades over time.



WHAT CAN THE CITY COUNCIL DO?

Recent research supports the use of a more “nuanced” approach to tenant screening, which considers more carefully the specifics of a person’s criminal. Changing screening attitudes, methods and criteria can be accomplished using a number of approaches.

- Take leadership in working with the major housing agencies who undertook the research and other landlords and tenant interest groups to develop standards, based on research and experience to develop an agreed upon community standard for Saint Paul.
 - The product of this work could be the basis for local code or state law changes
- Explore (including in-depth legal analysis) if the City can require that 1) certain criminal convictions and 2) convictions occurring at a set point in the past, not be used for tenant screening.
- If the City is pre-empted by state law or otherwise prohibited from taking this type of action, work with the Attorney General and state legislators to modify state law or enable the city to enact this type of ordinance.
- Explore (including in-depth legal analysis) if the City can add people with some types of convictions, or convictions having occurred at some point in the past to the list of protected classes for housing in the Human Rights Code.

Tenant Screening Criteria & Costs

Minnesota Companies

TENANT SCREEING CO.	Criteria	Lower Levels of Screening		Higher Levels of Screening	
Rental History Reports, Inc. Edina, MN 55439 https://www.myrentalhistoryreport.com/ For LANDLORDS and TENANTS ⁱ	Cost	\$29.95		\$44.95	\$59.95
	Financial	Credit Check Rent Payment History		Credit Check Rent Payment History Eviction Search	Credit Check Rent Payment History Eviction Search 1 Rental Reference
	Criminal ⁱⁱ	Nat'l Criminal Database Sex Offender		Nat'l Criminal Database Sex Offender State and Co. OFAC	Nat'l Criminal Database Sex Offender State and Co. OFAC/Global Terrorist Search Most Wanted
	Identity	SSN Verification 10-15 Address Listing		SSN Verification 10-15 Address Listing Identity Fraud	SSN Verification 10-15 Address Listing Identity Fraud
Rental Research Services Eden Prairie, MN 55344 https://www.rentalresearch.com/ for LANDLORDS	Cost	\$100+			
	Financial	Credit Check Eviction Records		Affiliated with collection agency Credit Check Eviction Records	
	Criminal ⁱⁱⁱ	National Criminal Index Database		National Criminal Index Database	
	Identity				
First Check Wyoming, MN 55092 https://firstcheck.com/screening-solutions/tenant-screening/	Cost				
	Financial	Credit Report Evictions report	Credit Report Evictions report	Credit Report Evictions report Rental Verification	Credit Report Evictions report Rental Verification Employment Verification
	Criminal ^{iv}	National Criminal Database	Direct County Criminal Verification National Criminal Database Sex Offender	Direct County Criminal Verification National Criminal Database Sex Offender	Direct County Criminal Verification National Criminal Database Statewide DPS Criminal DB Sex Offender
	Identity				
Multi-Housing Credit Ctrl Eden Prairie, MN 55343 https://www.mccgrp.com/	Cost	There is literally no info on their website. It's very basic.			
	Financial				
	Criminal				
	Identity				

Out-of-State Companies

TENANT SCREEING CO.	Criteria	Lower Levels of Screening		Higher Levels of Screening	
Tenant Reports.com Springfield, PA For LANDLORDS https://www.tenantreports.com/		\$29.95	\$34.95	\$39.95	\$49.95
	Financial	Credit Check	Credit Check Employment Summary	Credit Check Employment Summary Eviction Records	Credit Check Employment Summary Eviction Records
	Criminal ^v	Nat'l Criminal Database	Nat'l Criminal Database	Nat'l Criminal Database	Nat'l Criminal Database, Sec
	Identity	Known Aliases	Known Aliases Previous Addresses	Known Aliases Previous Addresses	Known Aliases Previous Addresses
My Smart Move/Smart Move (TransUnion) Woodlyn, PA 19094 https://www.mysmartmove.com/ For LANDLORDS	Cost	\$25.00	\$38.00	\$40.00	
	Financial	Credit Check	Credit Check Full Credit report Eviction Report	Credit Check Full Credit Report Eviction Report Income Insights	
	Criminal ^{vi}	National Criminal Background Report	National Criminal Background Report	National Criminal Background Report	
	Identity				
AppFolio, Inc. Santa Barbara, CA 93117 https://www.appfolio.com/ For LANDLORDS <i>This is an all-in-one management tool, tenant screening is a small portion of their service</i>	Cost	Residential \$1.25/unit per month ^{vii}	Residential \$1.25/unit per month ^{viii}	Residential \$3.00/unit per month ^{ix}	Residential \$3.00/unit per month ^x
	Financial	Credit Eviction	Credit Eviction	Credit Eviction	Credit Eviction
	Criminal ^{xi}		Criminal background check		Criminal background check
	Identity				
Screening Reports, Inc. Wooddale, IL 60191 For LANDLORDS and TENANTS ^{xii} https://www.screeningreports.com/	Cost				
	Financial	Credit Eviction			
	Criminal ^{xiii}	National and local criminal background check			
	Identity				
Leasing Desk Screening Consumer Relations Richardson, TX 75082 https://www.realtor.com/support/consumer/ For LANDLORDS and TENANTS ^{xiv}	Cost				
	Financial	Rental payment history Credit Eviction			
	Criminal ^{xv}	Criminal background check			
	Identity	Known aliases			
Connect (Experian) For LANDLORDS	Cost	\$14.95 ^{xvi} FREE to LL	\$6.95	\$12.95	
	Financial	Credit report & score Fraud summary Evictions Payment history Tax liens	Credit report & Score Bankruptcies Evictions Tax liens payment histories	Credit report & Score Fraud summary OFAC database search Bankruptcies Evictions Tax liens Payment histories	
	Criminal				

	Identity	SSN verification Previous & Current addresses Previous & Current employer	SSN verification Previous & Current addresses Previous & Current employer	SSN verification Previous & Current addresses Previous & Current employer	
Equifax For LANDLORDS	Cost				
	Financial	Credit report & score eviction			
	Criminal	Nationwide criminal Statewide criminal Sex offender			
	Identity	Employment verification Rental history			
LexisNexis Screening Solutions For LANDLORDS	Cost				
	Financial	Credit report Eviction report Rental payment history			
	Criminal	Nationwide criminal Sex offender			
	Identity	Education verification Employment income verification Employment verification Identity verification US Agency listings			
Safe Rent (Core Logic) For LANDLORDS	Cost	\$19.99	\$29.99 ^{vii}	\$34.99 ^{viii}	
	Financial	Eviction history	Eviction history Credit report	Eviction history Credit report	
	Criminal	Terrorist alert Multi-state criminal Sex offender	Terrorist alert Multi-state criminal Sex offender	Terrorist alert Multi-state criminal Sex offender	
	Identity	Previous address history	Previous address history	Previous address history	

ⁱ Tenant access for 30 days by paying this fee. (If landlords willing to use this report in lieu of their report, it could be a money saver if tenant is making multiple applications)

ⁱⁱ Results can include statewide convictions, arrests, court records, and inmate records. Unable to determine whether arrests and convictions are listed separately in the report.

ⁱⁱⁱ National Criminal Index (NCI) database search includes more than 430 million criminal records from across the nation. Lists every arrest, and then will list whether they are convicted or not.

^{iv} This appears to list every arrest, and then will list whether they are convicted and their sentence.

^v Searches will show felony or misdemeanor filings as maintained within each court. Included will be any charges filed, charge level, disposition date, final disposition, sentencing information, and any verifiers listed on file. The standard criminal search encompasses the last seven years of activity within each court.

Lists every arrest, and then will list whether they are convicted or not.

-
- ^{vi} 200+ million criminal records searched, from both state and national databases. Unable to determine how this report shows convictions vs. arrests.
- ^{vii} Minimum monthly fee \$250, for Landlords with under 1,000 units
- ^{viii} Minimum monthly fee \$250, for Landlords with under 1,000 units
- ^{ix} Minimum monthly fee \$1,500, for Landlords with 1,000+ units
- ^x Minimum monthly fee \$1,500, for Landlords with 1,000+ units
- ^{xi} Unable to determine how this report shows convictions vs. arrests.
- ^{xii} Tenants can request a free annual file disclosure if individuals have submitted rental applications through one of their rental housing clients.
- ^{xiii} BetterNOI offers one of the most comprehensive criminal background screening services in the multifamily industry. Our criminal research combines instant national database searches, fee based state and county systems and county researchers dispatched to courthouses across the country. Unable to determine how this report shows convictions vs. arrests.
- ^{xiv} Upon request and with proper identification, LeasingDesk will provide individuals with a copy of information about themselves contained in the consumer reports prepared by LeasingDesk.
- ^{xv} Unable to determine how this report shows convictions vs. arrests.
- ^{xvi} Paid by prospective tenant
- ^{xvii} Includes an online renter payment option and overall tenant score for Landlords
- ^{xviii} Includes an online renter payment option, tenant score, and compares scores and landlord acceptance rates for Landlords

Minnesota Residential Lease Application

Property Address: _____ **Application Date:** _____ **Move in Date Requested** _____

Application Processing Fee \$ _____ How would you like this fee returned? If applicable _____ Mail _____ Destroying it _____ Holding it for retrieval (1 day)
This fee is non-refundable should this application for rental be accepted or not.

INSERT "N/A" FOR NON-APPLICABLE ITEMS. ALL APPLICANTS MUST COMPLETE SEPARATE APPLICATIONS.

HOW DID YOU HEAR ABOUT US? _____

APPLICANT PERSONAL DATA (Please Print Clearly)

Complete Legal Name	Date of Birth	Driver's License #	Social Security #	# Dependents	Phone	Email
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RENTAL HISTORY (account for all months of the past three years – use additional page if necessary)

From	To	Complete Address (Including ZIP)	Rent Paid \$	Landlord Name	Phone #	Why Moving?
	Present					
From	To	Prior Complete Address (Including ZIP)	Rent Paid \$	Landlord Name	Phone #	Why Moved?
From	To	Prior Complete Address (Including ZIP)	Rent Paid \$	Landlord Name	Phone #	Why Moved?

EMPLOYMENT

From	To	Employer Name & Address	Monthly Income \$	Position	HR Fax #	Phone #	Supervisor Name
	Present						
From	To	Prior Employer Name & Address	Monthly Income \$	Position	HR Fax #	Phone #	Supervisor Name

OTHER HOUSEHOLD INCOME (Disability, Assistance, Child Support, Section 8, Etc. – You must list the name, phone number, AND fax number for each contact)

Source of Income	Complete Address (Including ZIP)	Monthly Income \$	Contact Name	Fax #	Phone #	Comments
Source of Income	Complete Address (Including ZIP)	Monthly Income \$	Contact Name	Fax #	Phone #	Comments
Source of Income	Complete Address (Including ZIP)	Monthly Income \$	Contact Name	Fax #	Phone #	Comments
Section 8	Complete Address (Including ZIP)	Vendored Amount \$	Worker Name	Fax #	Phone #	Comments

TOTAL MONTHLY HOUSEHOLD INCOME \$ _____

SOURCE OF SECURITY DEPOSIT & FIRST MONTH RENT

Source of Security Deposit (bank account, agency, self)	Account # (checking / savings)	Funds <u>Now</u> Available \$	Contact Name	Phone #	Comments
Source of Security Deposit (bank account, agency, self)	Account # (checking / savings)	Funds <u>Now</u> Available \$	Contact Name	Phone #	Comments
Source of First Month Rent (bank account, agency, self)	Account # (checking / savings)	Funds <u>Now</u> Available \$	Contact Name	Phone #	Comments

AUTOS

Year, Make, Model	Color	Payment \$	Paid to Whom	Phone #	Comments
Year, Make, Model	Color	Payment \$	Paid to Whom	Phone #	Comments

PERSONAL REFERENCES

Name of Father and/or Mother	Complete Address (Including ZIP)	Phone #	Comments
Personal Reference (no relatives)	Complete Address (Including ZIP)	Phone #	Comments
In Case of Emergency Contact	Complete Address (Including ZIP)	Phone #	Comments



WAIVER & RELEASE

I authorize the landlord and/or its agents to obtain all necessary information from the following entities, individuals, and organizations for the purpose of verifying and evaluating the information for my initial lease application, lease renewal, ongoing compliance with rental criteria, and/or to collect any outstanding amounts due as a result of non-compliance with a lease:

- Employer(s)
- Landlord(s)
- Banking Institutions
- Creditors and/or Mortgagees
- References
- Department of Motor Vehicles
- Educational Institutions
- Credit reporting agencies
- Criminal record search for the states of: _____
- Federal Government agencies (including but not limited to the Social Security Administration and Public Housing agencies)
- Minnesota Public Assistance agencies that sponsor programs in which I am or have been enrolled
- Other public or private housing assistance agencies to which I have applied for assistance
- Any other parties either listed on my rental application or subsequently determined to be a source or potential source of information to document or verify my income, assets, credit, residence address(es), or other information useful for evaluation of my application and/or collecting outstanding debts owed.

Information from the following tenant screening service may be used to determine the acceptance or rejection of your application: _____

I agree to indemnify and hold harmless the landlord, its authorized agents, and all parties who release information to the landlord in connection with the release, evaluation, and use of this information.

This waiver and release shall remain active and valid for as long as I lease from or have funds due to the landlord.

Signature Date

Social Security Number

Date of Birth

Page 4 of this document is a Receipt of Residential Lease Application Fee that is completed and given to the Applicant at the time of application.



Receipt of Residential Lease Application Fee

Date: _____

From: _____ \$ _____

_____ Dollars

Cash Check Money Order

Accepted by: _____
(Signature)

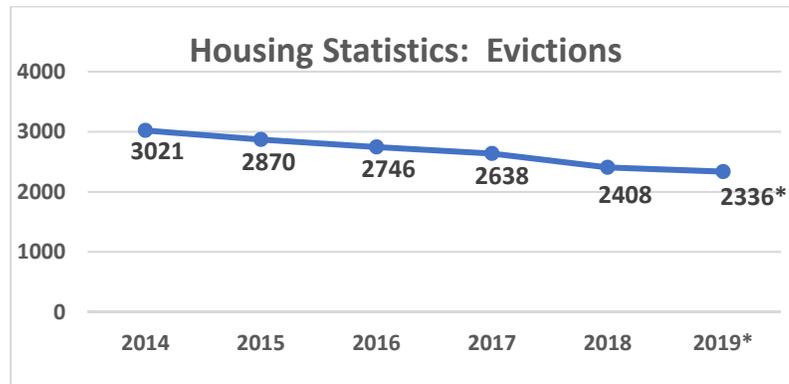
UNLAWFUL DETAINERS (EVICTION), JUST CAUSE EVICTION & RIGHT TO COUNSEL

EVICCTIONS

In Ramsey County, all eviction, or “unlawful detainer,” also referred to as “UD,” cases, are heard by the Second Judicial District of Minnesota Housing Court (“Housing Court”). Eviction is a court action in which a landlord asks to recover possession of the apartment or rental home from a tenant. A landlord must follow the proper legal process, and may not forcibly remove the tenant, exclude the tenant from entering the building or rental unit, change the locks, or shut off the utilities without determining just cause.

In Saint Paul, “51% of residents live in rental housing and 52% of them are considered to be “cost burdened,” meaning they spend more than 30% of their income on rent. Nearly three out of four households of color in Saint Paul rent their housing. They are disproportionately subjected to poor quality housing and high rates of evictions.”

According to data obtained by the 2nd Judicial District, the number of eviction cases are trending downwards yearly. Anecdotal account suggests that 25% of settlement fall apart, which also is supported by an interview from a Landlord attorney who indicated that 75% settlement succeeds.¹



* incomplete. data. estimated based on first quarter of 2019 data of 584 evictions.

JUST CAUSE EVICTION

A landlord must have legal cause to evict. The most common reasons are:

A. Nonpayment of Rent – When a tenant fails to pay the rent when it was due. However, the tenant may stop the eviction (called "redeeming the tenancy") by paying past due rent, costs of the eviction action (including the court filing fee), and other requirements under the lease.

B. Lease Violations – A landlord can evict a tenant who violates one of the terms of the lease agreement. The lease must contain a "right of re-entry" or eviction clause for the landlord to evict a tenant for a material breach of the lease (except for nonpayment of rent and statutory violations). This clause gives the landlord a right to evict the tenant for violating lease provisions like disturbing other residents, causing damage to the property, unauthorized persons living on the property, or unauthorized pets.

¹ Second Judicial District of Minnesota Housing Court, Report of Opportunities and Recommendations, July 20th, 2017.

A landlord may evict a tenant who engages in the following illegal activities prohibited by MN statute:

- Unlawful controlled substances in the premises or common area
- Unlawful use or possession of a firearm
- Stolen property in the premises or common area
- Prostitution
- Criminal gang activity

C. Tenant Remains in the Apartment or Rental Home After Getting a Notice to Vacate (holding over) - A holdover tenant is one whose lease has expired, or where proper notice to vacate was given, but the tenant remains in the rental unit without the landlord's consent.

To evict a tenant before the term of the tenancy has expired, the landlord or his attorney must file an eviction and pay the \$300 fee. In Minnesota, the landlord is not required to give the tenant any notice first before filing an eviction lawsuit for nonpayment or violation of the lease or rental agreement, the landlord can go to court and file an eviction lawsuit against the tenant, thereby terminating the tenancy (See, [Minn. Stat. Ann. § 504B.291](#) and [504B.285](#)). The only exception is that a landlord must give a 14-day notice to a tenant who fails to pay rent and is at will, meaning there is no lease or rental agreement. This applies most often to tenants who are month-to-month. If a month-to-month tenant fails to pay rent, the landlord must give the tenant a 14-day notice to quit before filing an eviction lawsuit against the tenant (See, [Minn. Stat. Ann. § 504B.135](#)). This exception cannot be treated as an eviction in cases involving good tenants whose lease agreement has expired in a month-to-month tenancy. In this case, a landlord can ask the tenant to vacate without providing an explanation under state statute and should not be viewed as an unlawful eviction.

Eviction Process

Proper service is required in order for the court to have jurisdiction and for the landlord to succeed in obtaining an eviction. A landlord and/or his attorney

1. **Files an eviction and pay the filing fee,**
2. **Obtains a summons from the Court and must serve the summons at least 7 days before the court date as required by MN statute, and provide proof of service filed with the court in accordance with local court rules.**
3. **Bears the burden at an eviction trial and must** show that he or she is entitled to regain possession of the premises. Proof is often shown using witnesses with firsthand information, photographs, landlord testimony, and documents like the lease, payment records, and correspondence with the tenant.
4. **Prevails for at trial,** a *Writ of Recovery of Premises and Order to Vacate* may be requested by for a fee. The sheriff must service the notice upon the tenant who then has 24 hours to vacate the premises. The court may suspend the issuance of the writ for up to 7 days upon showing by the tenant that immediate vacation of the premises would impose a substantial hardship. If the tenant fails to comply with the demand to vacate the premises, the landlord must schedule a move-out date with the sheriff and notify the tenant of the time scheduled with the sheriff. The landlord may store the tenant's personal property on the premises or use a licensed and bonded moving company to remove and store at another location.

Seattle Model for Just Cause Eviction

Just Cause Eviction requirements in Saint Paul are no different than City of Seattle. Like Saint Paul, eviction requirements are governed by Washington Landlord-Tenant Act ([RCW 59.12](#) and [59.18](#)). Seattle's Just Cause Eviction Ordinance does not apply to terminating lease contracts (written contracts that end on a specific date with no right to hold over). These provisions do not treat tenants differently for those who are on a month-to-month or a year tenancy. The difference in Seattle is that they passed a Just Cause Eviction Ordinance in 1980 that prevents landlords from arbitrarily ending a rental agreement where there is a verbal agreement.

In order to end a lease, a landlord or property manager must state one of the 18 approved reasons² listed in the Just Cause Eviction Ordinance. Most just cause reasons do not require the owner to pay any type of relocation assistance to a tenant. Common just cause reasons to end a rental agreement are:

- Failure to pay rent after receiving a pay or vacate notice
- Failure to comply with a comply or vacate notice
- Owner wishes to sell the property (must give 90-days advance written notice prior to the sale)
- Owner wishes to move into the property or have an immediate family member move into the property for use as their principal residence (must give 90-days advance written notice)
- Owner seeks to substantially rehabilitate, demolish, remove use restrictions, or change the use of the property, AFTER completing the Tenant Relocation Assistance licensing process
- Owner wishes to quit sharing the owner's own rental unit or permitted accessory dwelling unit with the renter

Any lease provision that waives a renter's rights under the Just Cause Eviction Ordinance is void and unenforceable.

RIGHT TO COUNSEL

Many cities in the U.S. have explored the creation of "right to counsel" program to fund legal advice, emergency payments and attorneys to help keep struggling renters or vulnerable tenants in their homes. In the 2nd Judicial District, the average of eviction filings over the last 5 years is about 2700. Of the filings and based on observation in Housing Court, about 80-90 percent of tenants who show up do not have legal representation. Anecdotally, many low-income tenants don't know how to defend themselves and never show up in court thus forfeiting their case, leaving them with an eviction on their record. Many advocates believe that providing or creating a "right to counsel" program would be beneficial in leveling the playing field for tenants against predatory landlords who either increase rent far beyond affordability for low-income tenants or harass and initiate unlawful eviction threats.

In the 2nd Judicial District's Housing court, nonprofit groups such as Southern Minnesota Regional Legal Services (SMRS), Volunteer Legal Network (VLN), Dispute Resolution Center (DRC) and Ramsey County Law Library provide some counseling and legal aid to help tenants, but the demand is far greater than groups can currently meet because of staffing shortages, limitations on assistance available and other factors such as not having available hours outside of normal business hours.

In 2017, The New York City Council adopted a "Right to Counsel" law which provide legal services to low-income renters facing eviction, causing residential evictions to decrease by 11% from 2017 to 2018 in ZIP Codes that offered legal assistance. During the same period, evictions increased 2% in similar areas where the aid wasn't available. Among those households represented by lawyers, 84% were able to stay

² See, City of Seattle Landlord-Tenant Laws_Information For Tenants for list of approved reasons.

in their homes. Before the program, tenants who didn't have an attorney in court ended up being evicted about half of the time.

In San Francisco, voters approved a ballot initiative to create a "right to counsel" to help renters access free legal services for poor people in cases involving basic human needs, including in cases of eviction from housing in the city. The goal of having legal representation is not to prevent eviction but rather to provide assistance to renters find a new place to live or to obtain access to services to keep housing stable. The city's "right to counsel" initiative is not an entitlement to representation. Instead, it would provide only as much funding for attorneys as city officials decided to provide in any given year. Measure of success is being looked into regarding percentages of renters who take advantage of San Francisco's "right to council" program.

WHAT THE COUNCIL CAN DO -

Fund existing efforts to provide counsel to low-income tenants. Instead of creating an office or hiring an attorney to provide legal advice to tenants, work with the nonprofit group (SMRLS, VLN, DRC, RC Emergency Management and RC Housing Calls) to provide financial support for the 2nd Judicial District's Housing Court to pilot "right to counsel" with certain expectations

Explore the viability of a Housing Court administrative order to maintain the confidentiality of an eviction filing until the case is determined on the merits, or explore amending the General Rules of Practice –Housing Court Rules – Hennepin and Ramsey County or Minnesota statutes to provide that an eviction filing be maintained confidentially until a judicial officer has determined the case on its merits and the tenant has been ordered evicted.

Alternatively, research the effect of inaccurate eviction records on children, families and people who are disabled and, if appropriate, propose a rule change that would make evictions confidential at filing, like domestic abuse cases and CHIPs cases; or amend the expungement statute to provide that if the tenant prevails, an automatic expungement of the record would occur.

MN State Statute on Relevant Definitions of Note and Landlord Covenant

MN State Statute § 504B.001

Subd. 4.**Evict or eviction.**"Evict" or "eviction" means a summary court proceeding to remove a tenant or occupant from or otherwise recover possession of real property by the process of law set out in this chapter.

Subd. 7.**Landlord.**"Landlord" means an owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property.

Subd. 8.**Lease.**"Lease" means an oral or written agreement creating a tenancy in real property.

Subd. 12.**Residential tenant.**"Residential tenant" means a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, all other regular occupants of that dwelling unit, or a resident of a manufactured home park.

Subd. 13.**Tenancy at will.**"Tenancy at will" means a tenancy in which the tenant holds possession by permission of the landlord but without a fixed ending date.

§ 504B.161 COVENANTS OF LANDLORD OR LICENSOR.

Subdivision 1. **Requirements.** (a) In every lease or license of residential premises, the landlord or licensor covenants:

- (1) that the premises and all common areas are fit for the use intended by the parties;
- (2) to keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee;
- (3) to make the premises reasonably energy efficient by installing weather stripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings, based on current and projected average residential energy costs in Minnesota, that will exceed the cost of implementing that measure, including interest, amortized over the ten-year period following the incurring of the cost; and
- (4) to maintain the premises in compliance with the applicable health and safety laws of the state, and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee....(b) The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2.**Tenant maintenance.** The landlord or licensor may agree with the tenant or licensee that the tenant or licensee is to perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and set forth in a conspicuous writing. No such agreement, however, may waive the provisions



Information for Tenants

TRANSLATIONS

For copies of this document in Amharic, Cambodian, Chinese, Korean, Laotian, Oromiffa, Russian, Somali, Spanish, Tagalog, Thai, Tigrinya and Vietnamese, visit SDCI's website at www.seattle.gov/dpd/rentinginseattle or call (206) 684-8467.

This summary of Washington state and City of Seattle landlord/tenant regulations must be provided to tenants by owners of residential rental property located in Seattle on at least an annual basis. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. For legal advice, please consult an attorney.

October 2018

Seattle Landlord-Tenant Laws

OBLIGATIONS OF LANDLORDS

Building owners must provide safe, clean, secure living conditions, including:

- Keeping the premises fit for human habitation and keeping common areas reasonably clean and safe
- Controlling insects, rodents and other pests
- Maintaining roof, walls and foundation and keeping the unit weather tight
- Maintaining electrical, plumbing, heating and other equipment and appliances supplied by the owner
- Providing adequate containers for garbage and arranging for garbage pickup
- When responsible for providing heat in rental units, from September through June maintaining daytime (7:00 a.m.-10:30 p.m.) temperatures at 68°F or above and nighttime temperatures at not less than 58°F
- In non-transient accommodations, providing keys to unit and building entrance doors and, in most cases, changing the lock mechanism and keys upon a change of tenants
- Installing smoke detectors and instructing tenants in their maintenance and operation

Owners are not required to make cosmetic repairs after each tenancy, such as installing new carpets or applying a fresh coat of paint.

OBLIGATIONS OF TENANTS

Tenants must maintain rental housing in a safe, clean manner, including:

- Properly disposing of garbage
- Exercising care in use of electrical and plumbing fixtures
- Promptly repairing any damage caused by them or their guests
- Granting reasonable access for inspection, maintenance, repair and pest control
- Maintaining smoke detectors in good working order
- Refraining from storing dangerous materials on the premises

THE JUST CAUSE EVICTION ORDINANCE

This ordinance requires landlords to have good cause in order to terminate a month-to-month tenancy. It specifies the only reasons for which a tenant in Seattle may be required to move, and requires owners to state the reason, in writing, for ending a tenancy when giving a termination notice. A property owner cannot evict a tenant if the property is not registered with the City of Seattle. Unless otherwise noted, an owner must

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give a termination notice at least 20 days before the start of the next rental period. Good causes include:

1. The tenant fails to pay rent within 3 days of receiving a notice to pay rent or vacate.
2. The owner has notified the tenant in writing of overdue rent at least 4 times in a 12-month period.
3. The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
4. The tenant does not comply with a material obligation under the *Washington State Residential Landlord-Tenant Act* within 10 days of a notice to comply or vacate.
5. The owner has notified a tenant in writing at least 3 times in a 12-month period to comply within 10 days with a material term of the lease or rental agreement.
6. The tenant seriously damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business and does not vacate the premises within three days of notice to do so.
7. The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. An owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the termination of tenancy notice to the SDCI Property Owner Tenant Assistance (POTA) Unit.
8. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building, and gives the tenant written notice at least 90 days prior to the end of a rental period. Immediate family includes the owner's spouse or owner's domestic partner, and the parents, grandparents, children, brothers and sisters of the owner or owner's spouse or owner's domestic partner. SDCI may require a property owner to sign a certification of the intent to have a family member move in if a tenant has reason to believe the owner will not follow through with this reason. It is a violation if the designated person does not occupy the unit for a continuous period of 60 days out of the 90 days after the tenant vacates. A tenant whose tenancy is ended for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
9. The owner wishes to terminate a tenant who lives in the same housing unit with the owner or the owner's agent; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
10. The tenant's occupancy is conditioned upon employment on the property and the employment is terminated.
11. The owner plans major rehabilitation and has obtained required permits and a Tenant Relocation License. A tenant terminated for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
12. The owner decides to convert the building to a condominium or a cooperative.
13. The owner decides to demolish a building or to convert it to non-residential use and has obtained the necessary permit and a Tenant Relocation License.
14. The owner desires to sell a single family residence (does not include condominium units) and gives the tenant written notice at least 90 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if SDCI receives a complaint. There is a rebuttable presumption of a violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
15. The owner seeks to discontinue use of a unit not authorized under the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to tenants who have to move so that the owner can correct the violation. Relocation assistance for low-income tenants is \$2,000; for other tenants it is an amount equal to two months' rent.
16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than 8 people per dwelling unit if any are unrelated).
17. The owner must terminate a tenancy in a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a Notice of Violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of \$2,000 for low-income tenants, or two months' rent in other cases. SDCI may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
18. An Emergency Order to Vacate and close the property has been issued by SDCI and the tenants have failed to vacate by the deadline given in the Order.

Failure to carry out stated cause: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing the use of an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for terminating the tenancy, he or she may be subject to enforcement action by the City and a civil penalty of up to \$2,500.

Private right of action for tenants: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for terminating the tenancy, the tenant can sue the owner for up to \$3,000, costs, and reasonable attorney's fees.

For additional information on the Just Cause Eviction Ordinance, call SDCI at (206) 615-0808 or visit the SDCI website at www.seattle.gov/sdci.

ACTIONS CONSIDERED TO BE HARASSMENT OR RETALIATION

City law prohibits retaliatory actions against either a tenant or a landlord.

A landlord is prohibited from harassing or retaliating against a tenant by:

1. Changing or tampering with locks on unit doors
2. Removing doors, windows, fuse box, furniture or other fixtures
3. Discontinuing utilities supplied by the owner
4. Removing a tenant from the premises except through the formal court eviction process
5. Evicting, increasing rent or threatening a tenant for reporting code violations to SDCI or the Police Department or for exercising any legal rights arising out of the tenant's occupancy
6. Entering a tenant's unit, except in an emergency, or except at reasonable times after giving at least two days notice, or a one-day notice when showing units to prospective purchasers or tenants
7. Prohibiting a tenant, or a tenant's authorized agent who is accompanied by that tenant, from distributing information in the building, posting information on bulletin boards in accordance with building rules, contacting other tenants, assisting tenants to organize and holding meetings in community rooms or common areas
8. Increase the monthly housing costs without advance written notice; 30 days for a rent increase of less than 10%, 60 days for a rent increase of 10% or more
9. Increase monthly housing costs where a housing unit does not meet basic standards for habitability

In most instances the law assumes that a landlord is

retaliating if the landlord takes any of these actions within 90 days after a tenant reports a violation to SDCI or to the Seattle Police Department, or within 90 days after a governmental agency action, such as making an inspection.

A tenant is prohibited from harassing or retaliating against a landlord by:

1. Changing or adding locks on unit doors
2. Removing owner-supplied fixtures, furniture, or services
3. Willfully damaging the building

For more information or to file a complaint, call SDCI at (206) 615-0808.

DEFINITION OF TENANT

With the exception of the Tenant Relocation Assistance Ordinance, a tenant is defined as a person occupying or holding possession of a building or premises pursuant to a rental agreement. This includes residents of transient lodgings who remain in residence for one month or longer. A rental agreement may be oral or in writing.

DEFINITION OF HOUSING COSTS

Housing costs include rent and any other periodic or monthly fees such as storage, parking, or utilities, paid to the landlord by a tenant.

INCREASE IN HOUSING COSTS

In the City of Seattle, a landlord must give a tenant 30 days' advance written notice of an increase in housing costs (rent, parking, storage, and other fees associated with the rental) of less than 10%; 60 days' notice is required for increases of 10% or more. An increase can only begin at the beginning of rental period, typically at the beginning of the month. These notices must include information about how the tenant can access information about their rights and responsibilities

A landlord cannot increase housing costs for any housing unit that does not meet the minimum habitability standards of the Residential Rental Inspection Program. (http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/s048492.pdf)

Property owners and developers cannot increase housing costs to avoid applying for a Tenant Relocation License where a rental property is going to be demolished, rehabilitated, changed in use, or where use restrictions are going to be removed. (<http://www.seattle.gov/dpd/codesrules/commonquestions/tenantrelocation/default.htm>)

THE RENTAL AGREEMENT REGULATION ORDINANCE

The City of Seattle Rental Agreement Regulation Ordinance (SMC Chapter 7.24) regulates certain aspects of residential rental agreements. It requires a landlord to provide sixty (60) days' advance written notice of an increase in housing costs of 10% or more within a twelve (12) month period; prohibits month-to-month rental agreements that require a tenant to stay a minimum period greater than one (1) month or be subject to the loss of deposits or other penalties; limits the amount of security and pet damage deposits, and move-in fees that can be charged to a tenant upon move in; allows a tenant to pay security and pet damage deposits, move-fees, and last month's rent on installment plans; requires a landlord to take and return a deposit pursuant to state law; and to distribute a summary of state and local landlord-tenant laws prepared by the City of Seattle to each prospective tenant, to each tenant upon move-in, and at the time a rental agreement is renewed. A landlord cannot retaliate against a tenant or a prospective tenant for exercising or attempting to exercise the tenant's rights under this Ordinance. The Seattle Department of Construction and Inspections enforces this ordinance. For more information call the Department's Code Compliance Division at (206) 615-0808 or follow this link: <http://www.seattle.gov/dpd/codesrules/commonquestions/rentalhousingproblems/default.htm>

Rent Increases

The City of Seattle does not regulate or control rent. However, the Rental Agreement Regulation Ordinance does require a landlord to provide at least sixty (60) days' advance written notice of any increase in housing costs of 10% or more in a twelve (12) month period; increases of less than 10% require an advance written notice of at least thirty (30) days consistent with state law. These notices must include information on how the tenant can access information on the tenant's rights and responsibilities. Housing costs include rent, parking and storage fees, and other periodic fees associated with a tenancy. Failure to provide a required sixty (60) day notice is a violation of SMC 7.24.030.A and SMC 22.206.180.

Prohibited Rental Agreement Provisions

Month-to-month rental agreements, whether verbal or in writing, cannot require a tenant to stay beyond the initial period of the agreement. A landlord cannot withhold a deposit or impose other penalties solely on the basis that a tenant moves out at the end of the initial rental period.

However, a tenant who desires to terminate a month-to-month tenancy must provide the landlord with a written notice at least twenty (20) days in advance of the end of a rental period. Landlords are not obligat-

ed to pro-rate rent when a tenant moves out after the beginning of a rental period.

Security Deposits

If a landlord wishes to collect a security deposit, the deposit and its amount must be identified in a written rental agreement. The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Additionally, the landlord must prepare and provide a tenant with a written checklist or statement describing the condition, cleanliness, and existing damage of the tenant's housing unit at the commencement of the tenancy. This statement must be signed and dated by the landlord and the tenant. The landlord must provide a copy of the checklist to the tenant for the tenant's records, and, upon request, one free replacement copy.

All security deposits must be placed in a trust account and the landlord must provide the tenant with the name, address, and location of the depository. The landlord must inform the tenant of any subsequent changes of the location of the deposit.

Security deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Damage Deposits

A landlord can charge a pet damage deposit, but it cannot exceed 25% of the first full month's rent. A pet damage deposit cannot be required for an animal if it serves as an assistance animal to the tenant. However, the tenant is responsible for any damage created by the tenant's assistance animal or the assistance animal of a guest of the tenant. A pet damage deposit may be charged in addition to any security deposit.

An agreement to pay a pet damage deposit must be included in a written rental agreement or in a written addendum to the agreement, identify the amount of the deposit, and allow the tenant to pay the deposit in installments if requested by the tenant.

If the pet's occupancy begins at the commencement of the tenancy, the deposit must be identified in the rental agreement. If the pet's occupancy begins after the commencement of the tenancy, the landlord must provide a written addendum to the rental agreement.

A landlord may not retain any portion of a pet damage deposit for damages not caused by the pet for which the tenant is responsible.

Pet damage deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Rent

The payment of rent to keep a pet is allowed.

Parking Unbundling

Landlords must specify the amount of any parking fee in a separate parking agreement or in a rental agreement addendum.

Move-in Fees

Move-in fees are by state and city definition non-refundable.

Allowable move-in fees are limited to the cost of obtaining a tenant screening report, criminal background check, or credit report and to pay to clean the rental unit upon termination of a tenancy.

The cost for obtaining a tenant screening report cannot exceed the customary cost for obtaining such a report in the City of Seattle; a Landlord cannot charge a tenant more than the report's actual cost. The landlord must provide the tenant a receipt for any fees charged for obtaining the tenant screening report. The landlord must also provide the tenant the name and address of the reporting agency that prepared the report and the prospective tenant's right to obtain a free copy of it.

If the landlord chooses to charge a non-refundable cleaning fee, the landlord may not deduct additional cleaning fees from the tenant's security deposit at the end of a tenancy.

Landlords are prohibited from charging any one-time fee at the beginning of a tenancy other than a security deposit, pet damage deposit, an authorized non-refundable move-in fee, or last month's rent.

Move-in fees cannot exceed 10% of the first full month's rent except in the case where the actual cost for obtaining a tenant screening report, criminal background check, or credit report exceeds 10%, the cost may be included in the non-refundable fee. However, the total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent.

Summary of Limitations on Security Deposits, Pet Damage Deposits, and Move-In Fees

The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Non-refundable move-in fees cannot exceed 10% of the first full month's rent. A pet damage deposit may not exceed 25% of the rent for the first full month. Limits on the amount of charges for security deposits and non-refundable move-in fees does not apply to a tenant who rents a housing unit in a single family residence if the residence is the principal residence of the landlord.

Installment Payments

Security Deposits and Move-In Fees

If the total amount of a security deposit and non-refundable move-in fees exceeds 25% of the first full month's rent, a tenant may choose to pay the total amount in installments as follows:

- For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning at the commencement of the tenancy.
- For tenancies between thirty (30) days and six (6) months, a tenant may elect to pay in no more than four (4) equal installments of equal duration at the commencement of the tenancy.
- For tenancies that are month-to-month, the tenant may elect to pay in two (2) equal installments, with the first payment due at the commencement of the tenancy and the second payment due on the first day of the second monthly rental period.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement. Failure to pay an installment of the security deposit and/or non-refundable fees is a breach of the rental agreement and may subject the tenant to a 10-day comply or vacate notice issued pursuant to RCW 59.12.030(4).

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the payment of deposits and move-in fees does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Last Month's Rent

Tenants may choose to pay last month's rent in installments.

For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning on the first month of the tenancy; tenancies between sixty (60) days and six (6) months, the tenant may elect to pay in no more than four (4) equal installments of equal duration beginning at the commencement of the tenancy.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the

payment of last month's rent does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Pet Damage Deposits

A tenant may elect to pay a pet damage deposit in three (3) equal monthly installments beginning on the first full month the pet occupies the housing unit. A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

If a tenant wants to pay a security deposit, move-in fees, a pet damage deposit, or last month's rent in installments, the tenant must request such a payment plan.

Summary of Landlord and Tenant Rights

A landlord must distribute a summary of state landlord tenant law and City of Seattle rental housing codes describing the rights, obligations, and remedies of landlords and tenants under these laws. This requirement can be met by distributing the current version of the Seattle Department of Construction and Inspections Publication *Information for Tenants*. This document must be given to each prospective tenant, to a tenant at the time a rental agreement is offered, and when a rental agreement is renewed. Month-to-month tenants must receive the most current version of this document at least once a year. When a rental agreement is renewed, *Information for Tenants* may be distributed electronically. The current version of *Information for Tenants* can be accessed at: www.seattle.gov/dpd/cms/groups/pan/@pan/documents/web_informational/dpdd016420.pdf

If a landlord fails to distribute the summary in accordance with these requirements, a tenant may terminate the rental agreement by written notice. In addition, the tenant may recover, in a civil action against the landlord, actual damages, attorney fees, and a penalty of up to \$500. If a court determines that the landlord deliberately failed to comply with this requirement, the penalty may be up to \$1,000.

Violations

A violation of the Rental Agreement Regulation Ordinance is subject to a citation in the amount of \$500 for an initial violation and \$1,000 for each subsequent violation occurring within five (5) years of the first violation. Citations can be appealed to the City of Seattle Hearing Examiner. Violations also are subject to a Notice of Violation after the issuance of two (2) citations.

Tenant's Private Right of Action

If a landlord attempts to enforce provisions of a rental agreement which are contrary to:

1. The requirement that a rental agreement contain certain specific provisions;
2. The limitations imposed on security deposits, pet damage deposits, and non-refundable move-in fees; or
3. The requirement to adopt an installment payment plan

The landlord shall be liable to the tenant for:

1. Actual damages incurred by the tenant because of the landlord's attempted enforcement;
2. Double the amount of any penalties imposed by the City of Seattle;
3. Double the amount of any security deposit unlawfully charged or withheld by the landlord;
4. Up to \$3,000; and
5. Reasonable attorney fees and court costs.

Tenant Waiver of Rights or Remedies

No residential rental agreement, whether oral or written, can waive rights or remedies under the Rental Agreement Regulation Ordinance. However, a landlord and tenant may agree to waive certain specific requirements of the Ordinance. In order to do this, the following conditions must be met:

1. The agreement must specify in writing the specific provisions to be waived;
2. The agreement cannot appear in a standard form, lease, or rental agreement;
3. There can be no substantial inequity in the bargaining positions of the landlord and tenant; and
4. The tenant must be represented by an attorney who has approved the agreement as being in compliance with the requirements of the Ordinance.

Exceptions

The provisions of this Ordinance limiting and restricting the amount of charges for security deposits and non-refundable move-in fees, and the payment of security deposits and move-in fees on an installment basis do not apply to a tenant who rents a housing unit in a single-family residence if the residence is the principal

residence of the property owner.

Also, exempted from regulation are the return or retention of a security deposit, the requirement to provide a unit condition checklist, and the requirement to place a security deposit in a trust account and disclose to the tenant the location of the account. However, the Washington State Residential Landlord-Tenant Act still regulates these requirements.

OTHER CITY ORDINANCES THAT AFFECT TENANTS AND LANDLORDS

1. Open Housing and Public Accommodations Ordinance

This ordinance prohibits discrimination based on race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, participation in the Housing Choice Vouchers Program (Section 8), or disability; requires landlords to rent a housing unit on first-come-first-served basis; and to accept subsidies and alternative sources of income to pay for the tenant's housing costs. Inquiries about this ordinance and complaints of violations should be directed to the Seattle Office for Civil Rights at (206) 684-4500.

2. Condominium and Cooperative Conversion Ordinances

When a residential building is being converted to condominium or cooperative units, the Condominium and Cooperative Conversion ordinances require a housing code inspection.

Additionally, in a condominium conversion, a tenant must receive a written 120-day notice of the conversion. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive the equivalent of three (3) months' rent in relocation assistance if the tenant's annual income, from all sources, does not exceed 80 percent of the area median income, adjusted for household size. A household which otherwise qualifies to receive relocation benefits and which includes a member sixty-five (65) years of age or older or an individual with "special needs," as defined in the ordinance, may qualify for additional assistance.

In a cooperative conversion, a tenant must receive a 120-day notice of intention to sell the unit. If the

tenant decides not to buy his or her unit, the tenant must be paid \$500.00 in relocation assistance.

Relocation assistance is paid directly to the tenant by the property owner or developer. The assistance must be paid no later than the date on which a tenant vacates his or her unit.

For further information, contact SDCI Code Compliance at (206) 615-0808.

3. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or by removal of use restrictions from subsidized housing. A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before terminating a tenancy. All tenants must receive a 90-day notice of the activity that will require them to move. Eligible low income tenants, whose annual income cannot exceed 50% of the area median income, receive cash relocation assistance. It is a violation of this ordinance to increase housing costs for the purpose of avoiding applying for a Tenant Relocation License. Call SDCI at (206) 615-0808 for more information.

4. Repair and Maintenance—Housing and Building Maintenance Code

This ordinance requires owners to meet certain minimum standards and keep buildings in good repair. If an owner does not make necessary repairs, a tenant can report needed repairs by calling SDCI at (206) 615-0808. If an inspector finds code violations, the owner will be required to make needed corrections.

5. Third Party Billing Ordinance

This ordinance defines rules for landlords who, by themselves or through private companies, bill tenants for City provided utilities (water, sewer, garbage, electric services) separately from their rent. The ordinance applies to all residential buildings having three or more housing units.

The rules require a landlord or billing agent to provide tenants with specific information about their bills and to disclose their billing practices, either in a rental agreement or in a separate written notice. It is a violation of the ordinance if a landlord imposes a new billing practice without appropriate notice.

A tenant can dispute a third-party billing by notifying the billing agent and explaining the basis for the dispute. This must be done within 30 days of receiving a bill. The billing agent must contact the tenant to discuss the dispute within 30 days of receiving notice of the dispute. A tenant can also file a complaint with the Seattle Office of the Hearing Examiner or take the

landlord to court. If the Hearing Examiner or court rules in favor of the tenant, the landlord could be required to pay a penalty.

6. Rental Registration and Inspection Ordinance (RRIO)

The purpose of the Rental Registration and Inspection program is to ensure that all rental housing in the City of Seattle is safe and meets basic housing maintenance requirements. Beginning in 2014 all owners of residential housing in Seattle, with certain limited exceptions, must register their properties with the City. A registration is good for five years. No tenant can be evicted from a property if the property is not registered with the City. With a few exceptions, all properties must be inspected at least once every ten years. These inspections can be conducted by City-approved inspectors or by City housing/zoning inspectors. Information about the RRIO Program can be obtained by calling (206) 684-4110 or going to the program website at www.seattle.gov/RRIO.

The Washington Residential Landlord-Tenant Act

Chapter 59.18 RCW. GOOD FAITH OBLIGATION

State law requires landlords and tenants to act in good faith toward one another.

Most tenants who rent a place to live come under the Washington State Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law.

Residents who are generally not covered by the Act are:

- Renters of a space in a mobile home park are usually covered by the state's Mobile Home Landlord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in transient lodgings such as hotels and motels; residents of public or private medical, religious, educational, recreational or correctional institutions; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling. Tenants who lease a single family dwelling with an option to purchase, if the tenant's attorney has approved the face of the lease. Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.

- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

RIGHTS OF ALL TENANTS

Regardless of whether they are covered by the Residential Landlord-Tenant Act, all renters have these basic rights under other state laws: the Right to a livable dwelling; Protection from unlawful discrimination; Right to hold the landlord liable for personal injury or property damage caused by the landlord's negligence; Protection against lockouts and seizure of personal property by the landlord.

TYPES OF RENTAL AGREEMENTS

Month-to-Month Agreement. This agreement is for an indefinite period of time, with rent usually payable on a monthly basis or other short term period. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is collected, the agreement must be in writing. [RCW 59.18.260]

A month-to-month agreement continues until the tenant gives the landlord written notice at least 20 days before the end of the rental period. In the situation of a conversion to a condominium or a change in the policy excluding children the landlord must provide 90 days written notice to the tenant. [RCW 59.18.200] The rent can be increased or the rules changed at any time, provided the landlord gives the tenant written notice at least 30 days before the effective date of the rent increase or rule change. [RCW 59.18.140]

Fixed Term Lease. A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid. During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree. Leases for longer than one year must be notarized.

ILLEGAL DISCRIMINATION

Federal law prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of race, color, religion, sex, handicap, familial status (having children or seeking custody of children), or national origin. [Fair Housing Act 42 USC s. 3601 et.seq. 1988] State law recog-

nizes protection to the same individuals as well as for marital status, creed, the presence of sensory, mental, or physical disability. If you think you have been denied rental housing or have been the victim of housing discrimination file a written complaint with the Washington State Human Rights Commission. You may also file a complaint with the federal Fair Housing Section of the Department of Housing and Urban Development or your local city human rights department.

LIABILITY

Once a tenant has signed a rental agreement, the tenant must continue to pay the rent to maintain eligibility to bring actions under this act. The tenant should also understand what he or she is responsible for in the maintenance of the property. While the landlord is responsible for any damage which occurs due to the landlord's negligence, the tenant must be prepared to accept responsibility for damages he or she causes. [RCW 59.18.060]

ILLEGAL PROVISIONS IN RENTAL AGREEMENTS

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. [RCW 59.18.230] These include:

- A provision which waives any right given to tenants by the Landlord-Tenant Act or that surrenders tenants' right to defend themselves in court against a landlord's accusations.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

PRIVACY—LANDLORD'S ACCESS TO THE RENTAL [RCW 59.18.150]

The landlord must give the tenant at least a two day written notice of their intent to enter at reasonable times. However, tenants must not unreasonably refuse to allow the landlord to enter the rental where

the landlord has given at least one-day's notice of intent to enter at a specified time to exhibit the dwelling to prospective or actual purchasers or tenants. The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of an emergency, or if the property has been abandoned, the landlord can enter without notice.

DEPOSITS AND OTHER FEES

Refundable deposits

Under the Landlord-Tenant Act, the term "deposit" can only be applied to money which can be refunded to the tenant. If a refundable deposit is collected, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back. [RCW 59.18.260]
- The tenant must be given a written receipt for each deposit. [RCW 59.18.270]
- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy. [RCW 59.18.260]
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord. [RCW 59.18.270]

Non-refundable fees

These will not be returned to the tenant under any circumstances. If a non-refundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A non-refundable fee cannot legally be called a "deposit." [RCW 59.18.285]

LANDLORD'S RESPONSIBILITIES [RCW 59.18.060]

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' health and safety
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather tight condition
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, hot and cold water
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings
- Keep common areas, such as lobbies, stairways

and halls, reasonably clean and free from hazards

- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant
- Make repairs to keep the unit in the same condition as when the tenant moved in—except for normal wear and tear
- Keep electrical, plumbing and heating systems in good repair, and maintain any appliances which are provided with the rental
- Inform the tenant of the name and address of the landlord or landlord's agent
- Supply hot water as reasonably required by tenant
- Provide written notice of fire safety and protection information and ensure that the unit is equipped with working smoke detectors when a new tenant moves in. (Tenants are responsible for maintaining detectors.) Except for single family dwellings, the notice must inform the tenant on how the smoke detector is operated and about the building's fire alarm and/or sprinkler system, smoking policy, and plans for emergency notification, evacuation and relocation, if any. Multifamily units may provide this notice as a checklist disclosing the building's fire safety and protection devices and a diagram showing emergency evacuation routes.
- Provide tenants with information provided or approved by the Department of Health about the health hazards of indoor mold, including how to control mold growth to minimize health risks, when a new tenant moves in. The landlord may give written information individually to each tenant, or may post it in a visible, public location at the dwelling unit property. The information can be obtained at www.doh.wa.gov/ehp/ts/IAQ/mold-notification.htm.
- Investigate if a tenant is engaged in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. [RCW 59.18.180]
- Provide carbon monoxide detectors.

TENANT'S RESPONSIBILITIES [RCW 59.18.130]

A tenant is required to:

- Pay rent, and any utilities agreed upon
- Comply with any requirements of city, county or state regulations
- Keep the rental unit clean and sanitary
- Dispose of the garbage properly
- Pay for fumigation of infestations caused by the tenant
- Properly operate plumbing, electrical and heating

systems

- Not intentionally or carelessly damage the dwelling
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property)
- Maintain smoke and carbon monoxide detection devices including battery replacement
- Not engage in activity at the premises that is imminently hazardous to the physical safety of other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest [RCW 59.18.352]
- When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear

THREATENING BEHAVIOR BY A TENANT OR LANDLORD (RCW 59.18.352 and 354)

If one tenant threatens another with a firearm or other deadly weapon, and the threatening tenant is arrested as a result of the threat, the landlord may terminate the tenancy of the offending tenant (although the landlord is not required to take such action). If the landlord does not file an unlawful detainer action, the threatened tenant may choose to give written notice and move without further obligation under the rental agreement. If a landlord threatens a tenant under similar circumstances, the tenant may choose to give notice and move. In both cases, the threatened tenant does not have to pay rent for any day following the date of leaving, and is entitled to receive a pro-rated refund of any prepaid rent.

MAKING CHANGES TO THE MONTH-TO-MONTH AGREEMENT

Generally speaking, if the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. These changes can only become effective at the beginning of a rental period (the day the rent is due). Notice which is less than 30 days will be effective for the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 120-day notice. [RCW 59.18.200]

MAKING CHANGES TO A FIXED LEASE TERM

Under a lease, in most cases, changes during the lease term cannot be made unless both landlord and tenant agree to the proposed change.

If the property is sold. The sale of the property does

not automatically end a tenancy. When a rental unit is sold, tenants must be notified of the new owner's name and address, either by certified mail, or by a revised posting on the premises. All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

HOW TO HANDLE REPAIRS

A tenant must be current in the payment of rent including all utilities to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. [RCW 59.18.080]

Required Notice [RCW 59.18.070] When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental; the name of the owner, if known; and a description of the problem. After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those required waiting times are: 24 hours for no hot or cold water, heat or electricity, or for a condition which is imminently hazardous to life; 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord; 10 days for all other repairs.

Tenant's Options [RCW 59.18.090] If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

- 1) Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the deposits they would normally get back.
- 2) Litigation or arbitration can be used to work out the dispute.
- 3) The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. [RCW 59.18.100] (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

An Important Note: If the repair is one that has a 10-day waiting period, the tenant cannot contract to have the work done until 10 days after the landlord receives notice, or five days after the landlord receives the estimate, whichever is later.

To follow this procedure a tenant must: Submit a good faith estimate from a licensed or registered tradesperson, if one is required, to the landlord. After the waiting period, the tenant can contract with the lowest bidder to have the work done. After the work is completed, the tenant pays the tradesperson and deducts the cost from the rent

payment. The landlord must be given the opportunity to inspect the work. The cost of each repair cannot exceed one month's rent; total cost cannot exceed two month's rent in any 12-month period.

If a large repair which affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent.

- 4) The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson. The same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.
- 5) Rent in Escrow - After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. It is wise to consult an attorney before taking this action.

ILLEGAL LANDLORD ACTIONS

Lockouts. [RCW 59.18.290] The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information contact your city or county government.

Utility shutoffs. [RCW 59.18.300] The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time. If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff. If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to \$100 per day for the time without service, as well as attorney's fees.

Taking the tenant's property. [RCW 59.18.310] The law allows a landlord to take a tenant's property only in the case of abandonment. A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid. If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to \$100 for each day the property is kept — to a total of

\$1,000. [RCW 59.18.230(4)]

Renting condemned property. [RCW 59.18.085]

The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property.

Retaliatory actions. [RCW 59.18.240 -.250] If the tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action. Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant. The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when the change was received. If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney fees.

ENDING THE AGREEMENT

Proper Notice to Leave for Leases. If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required. If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease term. However, the landlord must make an effort to re-rent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time. [RCW 59.18.310(1)]

Proper Notice to Leave for Leases—Armed Forces Exception. A lease can be terminated when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders, provided the tenant informs the landlord no later than seven days after the receipt of such orders. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent. [RCW 59.18.220]

Proper Notice to Leave for Month-to-Month Agreements. When a tenant wants to end a month-to-month rental agreement, written notice must be given to the landlord.

The notice must be received at least 20 days before the end of the rental period (the day before the rent is due). The day which the notice is delivered does

not count. A landlord cannot require a tenant to give more than 20 days notice when moving out. When a landlord wants a month-to-month renter to move out, a 20-day notice is required (only outside of Seattle). If a tenant moves out without giving proper notice, the law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

Proper Notice to Leave for Month-to-Month

Agreements—Armed Forces Exception. A month-to-month tenancy can be terminated with less than 20 days written notice when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders that do not allow for a 20-day notice. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent. [RCW 59.18.200]

Domestic Violence Protection. If a tenant or a household member is a victim of an incident of domestic violence, sexual assault, unlawful harassment, or stalking, the tenant may terminate their rental agreement without penalty, change the locks on their unit at their own expense, or both. The tenant must notify the landlord in writing that they or a household member were a victim of one of the above crimes and either provide a copy of a valid order for protection or a report of the incident from a qualified third party to the landlord. Qualified third parties include law enforcement officers, court officials, licensed mental health professionals, doctors, and victim advocates. The tenant must terminate the rental agreement within 90 days of the incident leading to the protection order or report to a qualified third party. The protection order or third party's report must be made available to the landlord within 7 days of the tenant moving out of the unit or at the same time the tenant gives notice to the landlord that the locks have been changed. [RCW 59.18.570 - 585]

RETURN OF DEPOSITS [RCW 59.18.280]

After a tenant moves out, a landlord has 21 days in which to return a deposit, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

The rental unit should be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal wear and tear; or damage that existed when the tenant moved in.

The landlord is in compliance if the required payment, statement, or both, are deposited in the U.S. Mail with First Class postage paid, within 21 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

EVICCTIONS

For not paying rent. If the tenant is even one day behind in rent, the landlord can issue a three-day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment.

For not complying with the terms of the rental agreement. If the tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies no pets are allowed), the landlord can give a 10-day notice to comply or move out. If the tenant satisfactorily remedies the situation within that time, the landlord cannot continue the eviction process.

For creating a “waste or nuisance.” If a tenant destroys the landlord’s property, uses the premises for unlawful activity including gang- or drug-related activities, damages the value of the property or interferes with other tenant’s use of the property, the landlord can issue a three-day notice to move out. The tenant must move out after this kind of notice. There is no option to stay and correct the problem.

For violations within drug and alcohol free housing. If a tenant enrolled in a program of recovery in drug and alcohol free housing for less than two years uses, possesses, or shares alcohol or drugs the landlord can give a three-day notice to move out. If the tenant cures the violation within one day, the rental agreement does not terminate. If the tenant fails to remedy the violation within one day, he or she must move out and the rental agreement is terminated. If the tenant engages in substantially the same behavior within six months, the landlord can give a three-day notice to move out and the tenant has no right to cure the subsequent violation.

Notice. In order for a landlord to take legal action against a tenant who does not move out, notice must be given in accordance with RCW 59.12.040.

If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an “unlawful detainer” action. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to move a tenant physically out of a unit is by going through the courts and the sheriff’s office.

DESIGNATION OF AN INDIVIDUAL TO ACT ON BEHALF OF A TENANT UPON THE DEATH OF THE TENANT (RCW 59.18.590)

A tenant who is the sole occupant of a dwelling unit can designate a person to act on the tenant’s behalf upon the death of the tenant independently or at the request of a landlord. The designation must be in writing separate from any rental agreement. It must include the designated person’s name, mailing address, an address used for the receipt of electronic communications, a telephone number, and a signed statement authorizing the landlord in the event of the tenant’s death (when the tenant is the sole occupant of the dwelling unit) to allow the designated person to access the tenant’s dwelling unit, remove the tenant’s property, receive refunds of amounts due to the tenant, and to dispose of the tenant’s property consistent with the tenant’s last will and testament and any applicable intestate succession law, and a conspicuous statement that the designation remain in effect until it is revoked in writing by the tenant or replaced with a new designation. The designated person’s right to act on the behalf of the deceased tenant terminates upon the appointment of a personal representative for the deceased tenant’s estate or the identification of a person reasonably claiming to be a successor of the deceased tenant pursuant to law.

ABANDONMENT RELATED TO FAILURE TO PAY RENT [RCW 59.18.310]

Abandonment occurs when a tenant has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the U.S. Postal Service.

How long a landlord must wait before selling abandoned property depends on the value of the goods. If the total value of property is less than \$250, the landlord must mail a notice of the sale to the tenant and then wait seven(7) days. Family pictures, keepsakes and personal papers cannot be sold until forty-five (45) days after the landlord mails the notice of abandonment to the tenant.

If the total value of the property is more than \$250, the landlord must mail a notice of the sale to the tenant and then wait forty-five (45) days. Personal papers, family pictures, and keepsakes can be sold at the same time as other property.

The money raised by the sale of the property goes to

cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one (1) year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant's property and a court later determines there had not actually been an abandonment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

This procedure does not apply to the disposition of property of a deceased tenant. See "Abandonment Related to the Death of a Tenant" below.

ABANDONMENT RELATED TO EVICTION [RCW 59.18.312]

When a tenant has been served with a writ of restitution in an eviction action, the tenant will receive written notification of the landlord's responsibilities regarding storing the tenant's property that is left behind after the premises is vacant. Tenants will be provided with a form to request the landlord store the tenant's property.

A landlord is required to store the tenant's property if the tenant makes a written request for storage within three (3) days of service of the writ of restitution or if the landlord knows that the tenant is a person with a disability that prevents the tenant from making a written request and the tenant has not objected to storage. The written request for storage may be served by personal delivery, or by mailing or faxing to the landlord at the address or fax number identified on the request form provided by the landlord.

After the Writ of Restitution has been executed, the landlord may enter the premises and take possession of any of the tenant's remaining belongings. Without a written request from the tenant, the landlord may choose to store the tenant's property or deposit the tenant's property on the nearest public property. If the landlord chooses to store the tenant's property, whether requested or not, it may not be returned to the tenant until the tenant pays the actual or reasonable costs of moving and storage, whichever is less within thirty (30) days.

If the total value of the property is more than \$250, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After thirty (30) days from the date of the notice, the landlord may sell the property, including personal papers, family pictures, and keepsakes and dispose of any property not sold.

If the total value of the property is \$250 or less, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After seven (7) days from the date of the notice,

the landlord may sell or dispose of the property except for personal papers, family pictures, and keepsakes.

The proceeds from the sale of the property may be applied towards any money owed to the landlord for the actual and reasonable costs of moving and storing of the property, whichever is less. The costs cannot exceed the actual or reasonable costs of moving and storage, whichever is less. If there are additional proceeds, the landlord must keep it for the tenant for one (1) year. If no claim is made by the tenant for the recovery of the additional proceeds within one (1) year, the balance will be treated as abandoned property and deposited with the Washington State Department of Revenue.

See RCW 59.18.312.

ABANDONMENT RELATED TO THE DEATH OF A TENANT (RCW 59.18.595)

When a landlord learns of the death of a tenant who is the sole occupant of a dwelling unit, the landlord must promptly mail or personally deliver a written notice to any known personal representative, designated person, emergency contact person, or known successor to the tenant. The notice must include the name of the deceased tenant and address of the dwelling unit, the approximate date of the tenant's death, the amount of the monthly rent and the date to which it is paid. The notice must include a statement that the tenancy will terminate 15 days from the date the notice is mailed or personally delivered, or the date through which the rent has been paid, whichever is later, unless during this 15 day period a tenant representative makes arrangements with the landlord to pay rent in advance for no more than 60 days from the date of the tenant's death in order to arrange for the removal of the deceased tenant's property, and that the tenancy will be over at the end of the period for which the rent has been paid. The notice must also include a statement that failure to remove the tenant's property before the tenancy is terminated or ends will permit the landlord to enter the dwelling unit and take possession of any property found on the premises, store it in a reasonably secure place, and charge the actual or reasonable costs, whichever is less, for moving and storage of the property, and that after appropriate notice, sell or dispose of the property as provided for in law. A copy of any designation of a person to act on the deceased tenant's behalf must be attached to the notice.

The landlord must turn over possession of the tenant's property to a tenant representative upon receipt of a written request if this request is made prior to the termination or end of the tenancy, or any other date agreed to by the parties. The tenant representative must provide to the landlord an inventory of all the removed property and a signed acknowledgement that the tenant representative has been given possession

and not ownership of the property.

If a tenant representative has made arrangements to pay rent in advance, the landlord must mail this second notice to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This second notice must include the name, address, and telephone number or contact information for the tenant representative who made arrangements to pay rent in advance, the amount of rent paid in advance, and date through which the rent is paid. The notice must include a statement that the landlord may sell or dispose of the property on or after the date through which the rent is paid or at least 45 days after the second notice is mailed, whichever date comes later, if the tenant representative does not claim or remove the property.

If the landlord places the property in storage, the landlord must mail a second written notice (if this has not already been done) to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This notice must include a statement that the landlord may sell or dispose of the property on or after a specified date that is at least 45 days after the second notice is mailed, if the tenant representative does not claim and remove the property.

The landlord must turn over possession of the deceased tenant's property to the tenant representative if a written request is made in a timely manner. The tenant representative must pay the actual or reasonable costs, whichever is less, of any moving and storage of the property, and provide to the landlord an inventory of all the removed property and a signed acknowledgment that the tenant representative has been given possession and not ownership of the property.

If a tenant representative does not contact the landlord or remove the deceased person's property in a timely manner, the landlord may sell or dispose of the stored property, except for personal papers and personal photographs. If the fair market value of the property is more than \$1,000, the landlord must sell the property in a commercially reasonable manner. All unsold property must be disposed of in a reasonable manner. If the value of the stored property is less than \$1,000, the landlord must dispose of the property in a reasonable manner.

The personal papers and photographs that are not claimed by a tenant representative must be retained for 90 days after the sale or disposal of the deceased tenant's property and must either be destroyed or held for benefit of any successor of the deceased tenant.

No landlord or an employee of the landlord may acquire, either directly or indirectly, a deceased tenant's property that is sold or otherwise disposed of. The

landlord may apply the proceeds of the sale of the deceased tenant's property toward any money owed to the landlord for the actual and reasonable cost of moving and storing the property, whichever is less. If there is excess income, it must be held by the landlord for one year. If no claim is made on the excess income before the expiration of the one year period, the balance must be deposited with the Washington State Department of Revenue as abandoned property.

The landlord must refund to the tenant representative any unearned rent and give a full and specific statement of the basis for retaining any deposit together with the payment of any refund due to the deceased tenant within 14 days after the removal of the property by the tenant representative.

If a landlord knowingly violates these abandonment provisions, the landlord can be liable to the deceased tenant's estate for actual damages. The prevailing party in any action related to these requirements may recover costs and reasonable attorneys' fees.

RECEIPTS

A landlord must provide a receipt for any payment made in the form of cash by a tenant. Upon the request of a tenant, a landlord must provide a receipt for any payment made by the tenant in a form other than cash. This includes payment for rent, deposits, fees, parking, storage, or any other costs associated with a tenancy. See RCW 59.18.063.

COPIES OF DOCUMENTS

If a checklist describing the physical condition of a rental unit is completed pursuant to RCW 59.18.260 and SMC 7.24.030.C, a copy signed by both the landlord and the tenant must be provided to the tenant.

When there is a written rental agreement for a premises, the landlord must provide a fully executed copy to each tenant who signs the agreement. A landlord must provide one free replacement copy of the written agreement if requested by a tenant during the tenancy. See RCW 59.18.065.

VOTER REGISTRATION INFORMATION

Attached to this publication is information related to registering to vote, and if already registered, how to update your address when you move. For more information go to www.kingcounty.gov/depts/elections.

Don't forget to register to

Vote!



Your Voice Matters!

www.kingcounty.gov/depts/elections

Welcome home!

There's a lot to do when moving to a new home. Updating your voter registration is one of those important tasks to remember.



Already Registered?

Here are 5 easy ways to update your address:

- If you have a current Washington State driver license or state ID card, [go online!](#)
- Mail the registration form included in this *Information for Tenants* packet.
- E-mail elections@kingcounty.gov with your name, date of birth, old residential and mailing address, and your new residential and mailing address.
- Call 206-296-VOTE (8683). Services are available in 120 languages.
- Go in-person to King County Elections headquarters in Renton or the Voter Registration Annex in Seattle.

Remember to change your address at least 29 days before election day. Check the [Voter's Calendar](#).



Need to Register?

There are 3 ways to register to vote:

- If you have a current Washington State driver license or state ID card, [go online!](#)
- Mail the registration form included in this *Information for Tenants* packet.
- Go in-person to King County Elections headquarters in Renton or the Voter Registration Annex in Seattle.



Seattle Department of
Construction & Inspections

Washington State Voter Registration Form

Register online at www.myvote.wa.gov.

1 Personal Information

last first middle suffix

date of birth (mm/dd/yyyy) gender

residential address in Washington apt #

city ZIP

mailing address, if different

city state and ZIP

phone number (optional) email address (optional)

2 Qualifications

If you answer *no*, do not complete this form.

- yes no **I am a citizen of the United States of America.**
 yes no **I will be at least 18 years old by the next election.**

3 Military / Overseas Status

- yes no **I am currently serving in the military.**
Includes National Guard and Reserves, and spouses or dependents away from home due to service.
 yes no **I live outside the United States.**

4 Identification — Washington Driver License, Permit, or ID

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If you do not have a Washington driver license, permit, or ID, you may use the last four digits of your Social Security number to register. x x x - x x -

5 Change of Name or Address

This information will be used to update your current registration, if applicable.

former last name first middle

former residential address city state and ZIP

6 Declaration

I declare that the facts on this voter registration form are true. I am a citizen of the United States, I will have lived at this address in Washington for at least thirty days immediately before the next election at which I vote, I will be at least 18 years old when I vote, I am not disqualified from voting due to a court order, and I am not under Department of Corrections supervision for a Washington felony conviction.

sign here date here

Instructions

Use this form to register to vote or update your current registration.

Print all information clearly using black or blue pen. Mail this completed form to your county elections office (address on back).

Deadline

This registration will be in effect for the next election if postmarked no later than the Monday four weeks before Election Day.

Voting

You will receive your ballot in the mail. Contact your county elections office for accessible voting options.

Public Information

Your name, address, gender, and date of birth will be public information.

Notice

Knowingly providing false information about yourself or your qualifications for voter registration is a class C felony punishable by imprisonment for up to 5 years, a fine of up to \$10,000, or both.

Public Benefits Offices

If you received this form from a public benefits office, where you received the form will remain confidential and will be used for voter registration purposes only.

Registering or declining to register will not affect the assistance provided to you by any public benefits office. If you decline to register, your decision will remain confidential.

If you believe someone interfered with your right to register, or your right to privacy in deciding whether to register, you may file a complaint with the Washington State Elections Division.

Contact Information

If you would like help with this form, contact the Washington State Elections Division.

web www.vote.wa.gov
call (800) 448-4881
email elections@sos.wa.gov
mail PO Box 40229
 Olympia, WA 98504-0229

For official use:

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Office of the Secretary of State
PO Box 40229
Olympia, WA 98504-0229

first class
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required



Please write your county elections office address below:

Adams County

210 W Broadway, Ste 200
Ritzville, WA 99169
(509) 659-3249

Asotin County

PO Box 129
Asotin, WA 99402
(509) 243-2084

Benton County

PO Box 470
Prosser, WA 99350
(509) 736-3085

Chelan County

350 Orondo Ave Ste. 306
Wenatchee, WA 98801-2885
(509) 667-6808

Clallam County

223 E 4th St, Ste 1
Port Angeles, WA 98362
(360) 417-2221

Clark County

PO Box 8815
Vancouver, WA 98666-8815
(360) 397-2345

Columbia County

341 E Main St, Ste 3
Dayton, WA 99328
(509) 382-4541

Cowlitz County

207 4th Ave N, Rm 107
Kelso, WA 98626-4124
(360) 577-3005

Douglas County

PO Box 456
Waterville, WA 98858
(509) 745-8527 ext 6407

Ferry County

350 E Delaware Ave, Ste 2
Republic, WA 99166
(509) 775-5200

Franklin County

PO Box 1451
Pasco, WA 99301
(509) 545-3538

Garfield County

PO Box 278
Pomeroy, WA 99347-0278
(509) 843-1411

Grant County

PO Box 37
Ephrata, WA 98823
(509) 754-2011 ext. 2793

Grays Harbor County

100 W Broadway, Ste 2
Montesano, WA 98563
(360) 964-1556

Island County

PO Box 1410
Coupeville, WA 98239
(360) 679-7366

Jefferson County

PO Box 563
Port Townsend, WA 98368-0563
(360) 385-9119

King County

919 SW Grady Way
Renton, WA 98057
(206) 296-8683

Kitsap County

614 Division St, MS 31
Port Orchard, WA 98366
(360) 337-7128

Kittitas County

205 W 5th Ave, Ste 105
Ellensburg, WA 98926-2891
(509) 962-7503

Klickitat County

205 S Columbus, Stop 2
Goldendale, WA 98620
(509) 773-4001

Lewis County

PO Box 29
Chehalis, WA 98532-0029
(360) 740-1278

Lincoln County

PO Box 28
Davenport, WA 99122-0028
(509) 725-4971

Mason County

PO Box 400
Shelton, WA 98584
(360) 427-9670 ext 469

Okanogan County

PO Box 1010
Okanogan, WA 98840-1010
(509) 422-7240

Pacific County

PO Box 97
South Bend, WA 98586-0097
(360) 875-9317

Pend Oreille County

PO Box 5015
Newport, WA 99156
(509) 447-6472

Pierce County

2501 S 35th St, Ste C
Tacoma, WA 98409
(253) 798-VOTE

San Juan County

PO Box 638
Friday Harbor, WA 98250-0638
(360) 378-3357

Skagit County

PO Box 1306
Mount Vernon, WA 98273-1306
(360) 416-1702

Skamania County

PO Box 790, Elections Dept
Stevenson, WA 98648-0790
(509) 427-3730

Snohomish County

3000 Rockefeller Ave, MS 505
Everett, WA 98201-4060
(425) 388-3444

Spokane County

1033 W Gardner Ave
Spokane, WA 99260
(509) 477-2320

Stevens County

215 S Oak St, Rm 106
Colville, WA 99114-2836
(509) 684-7514

Thurston County

2000 Lakeridge Dr SW
Olympia, WA 98502-6090
(360) 786-5408

Wahkiakum County

PO Box 543
Cathlamet, WA 98612
(360) 795-3219

Walla Walla County

PO Box 2176
Walla Walla, WA 99362-0356
(509) 524-2530

Whatcom County

PO Box 369
Bellingham, WA 98227-0369
(360) 778-5102

Whitman County

PO Box 191
Colfax, WA 99111
(509) 397-5284

Yakima County

PO Box 12570
Yakima, WA 98909-2570
(509) 574-1340

WA State Elections Division

PO Box 40229
Olympia, WA 98504-0229
(800) 448-4881

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SALE NOTIFICATION

Landlords are required to provide notice of foreclosure and cancellation of contract for prospective tenants and current tenants.

If there is a pending sale, there are 3 types of interests the public sector has in making information on this sale available –

- Regulatory authorities can update records on responsible parties proactively
- Tenants can use knowledge of the sale to make informed decisions about their housing moving forward
- Tenants, non-profits, redevelopment authorities, etc. can use the information to possibly develop a “counter-offer”

The Notice of Sale can be connected to what is being described as a type of “right of first refusal” of sorts for tenants. We did not explore that aspect of sale notification policy.

Current eviction law covers the contingency of displacement for tenants on fixed term (usually 12-month) leases, and a notification of sale proposal would have no impact on that.

WHAT CAN THE CITY COUNCIL DO?

Explore the City’s legal authority to require that the city and current tenants be informed of a pending sale at least 30 days in advance of the closing.

This would likely fit into the City’s Consumer Protection Code. City would have the option of making information of sales available on the City’s Early Notification System (ENS).

TENANT REMEDY ACTIONS

Definition TRA/ETRA

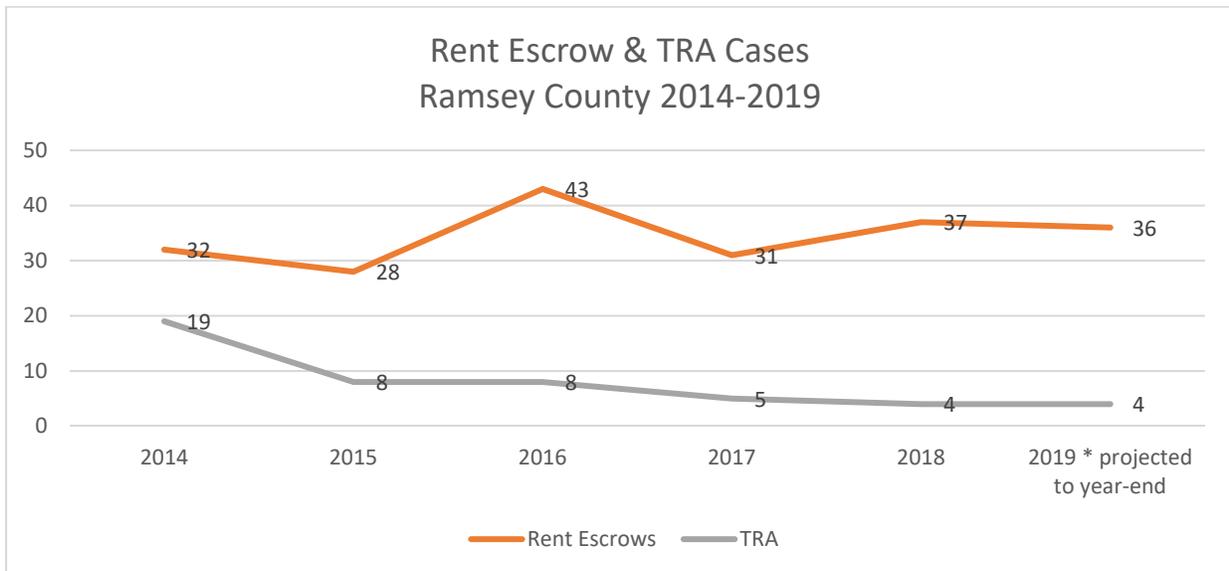
- A tenant remedy action (TRA) or Emergency Tenant Remedy Action (ETRA) may be filed on behalf of a tenant(s) who have health or housing code violations.
- A TRA/ETRA suit allows the court system to order the landlord to make necessary repairs. The court could also appoint an administrator to oversee repairs. The administrator could use rent to cover the cost of repairs, place a lien on the property, or accept money from governmental sources, which in turn could be recouped by way of special assessment.
- An ETRA is used specifically in cases where the repair has an immediate life safety consequence (an essential service) – such as a water shut-off, lack of hot water, no heat in heating season, no electricity, no gas, or a lack of toilet facilities.
- TRA and ETRA actions, because of their ability to use financing well beyond the monthly collected rent, have the ability to address large-scale repairs, such as furnace replacement, roof repair, etc. One such case in Saint Paul was for the emergency repair of 1032 Duluth Street* which is described below.

Definition Rent Escrow

- Rent Escrow Actions are similar to TRA's and ETRA's, but are simpler in their application. Basically, with permission of the court, a tenant can set aside rent money with the Court Administrator to execute necessary repairs. The court can This tool work well for small scale repairs.

2nd Judicial District Court (Ramsey County) Statistics

- Over the past 5 years, there has been a steady decline in the number of TRA and ETRA cases filed with 2nd Judicial (Ramsey County) Courts.
- This decrease in the number of filings in Ramsey County is supported by interviews with SMRLS.



Why a decrease in filings –

- Improving economy over this time period which frees up resources for needed repairs
- Tight rental market leading to decreased tenant to risk housing over repair issues
- More informal/negotiated agreements between tenants and landlords to resolve repair and eviction issues
- Fire Certificate of Occupancy Program may lead to low levels of filings –
 - Quality of rental housing stock has improved since Fire Certificate of Occupancy (Fire C of O) inspections expanded to include single family homes and duplexes in 2007, as this program provides periodic and systematic inspections which operate to decrease the onus on tenants to file complaints with the city and risk retaliation.
 - Enforcement measures, including Fire C of O orders, potential revocations and condemnations place similar pressures on landlords to maintain their properties as court-imposed actions.
- A good network of resource providers to help address housing problems quickly, such as the Water Works Program and Energy Assistance to help those in need pay bill and the Community Stabilization Project and Ramsey County House Calls Program who work directly with tenants and landlords executing repairs often without legal action.

What's missing –

- TIME - TRA's, ETRA's and Rent Escrow Actions require a process of petitioning the court, scheduling hearing(s), usually giving the landlord the opportunity to address the problem and if that fails, allowing for alternative means of repair to be executed by the tenant or a 3rd party administrator. In other words, it takes time. However, time is a valuable commodity when it comes to living in unsafe housing conditions, or trying to find solutions when a property has been condemned and ordered vacated due to landlord inaction.
- MONEY – Fast access to dollars for repairs.

WHAT THE CITY COUNCIL CAN DO –

Explore the City's legal authority to declare a need for emergency repairs to rental housing and execute those repairs if they are not undertaken within a short time period. The City has undertaken repairs and clean-ups of housing when it has been determined they constitute a public nuisance, as is the case with infestations. The cost for these actions is covered with the City's nuisance abatement dollars and then becomes a special assessment onto the property taxes.

So, the question may be

- Can the City work more quickly than the court system to effectuate repairs? For example, could the City declare a need for emergency repairs, order the repairs within a short time frame, if necessary tap an "emergency repair account" to pay for the repairs using trades and clean businesses who have master contract with the city, and then assess the costs?
- Can the City work with the Court system to expedite repair time frames?

CASE STUDY OF 1032 DULUTH STREET

There was a significant fire at 1032 Duluth Street on November 13, 2017 which resulted in the all 32 units of this affordable apartment building being vacated. The fire happened in what our professionals describe as the worst possible location: it was an electrical fire in the utility room which took out all the electrical, the boilers and water heaters. Fortunately, there is no water or smoke damage which would have slowed the reoccupation of the building once these basic facilities are restored. The owners, Dhaneshwarie & Pawan Himraj, immediately contacted an fire recovery electrician who restored light to the hallways, the water heaters were put back on line and 2 of the 4 boilers were restarted – which is enough heat to keep the pipes from freezing, but isn't livable in our rapidly cooling weather.

From the beginning, the City worked with the Red Cross, which was able to house people for 72 hours following this emergency. ***Southern Minnesota Regional Legal Services (SMRLS) filed an ETRA November 17, 2017 and the judge ordered immediate repairs.***

After the Red Cross disengaged from this situation, the city allowed the building to be re-occupied under careful watch and the promise the landlords would immediately be restoring the electrical. It should be noted that the city was very reluctant to put the 100+ residents into the streets if a solution was on the immediate horizon. However, our hopes for a rapid repair were dashed – the electric was not immediately restored. The owners got their first bid, found it high, and they proceeded to price shop at what the city believes was a very slow pace. Meanwhile, living conditions rapidly declined from bad to worse in the apartment building. With no electrical in the units, the tenants couldn't use their refrigerators or stoves and had only battery-operated lights. Not surprisingly, extension cords appeared everywhere supplying the units with electricity from the hall, overloading the system and creating an additional hazard. One woman was reliant on this electrical situation for her oxygen.

The city reluctantly re-issued the order to vacate the building on Tuesday, November 28, giving residents notice to be out by 1 p.m. Wednesday November 29, 2017. The owners appealed this order and an emergency hearing on behalf of the City Council on Wednesday morning. ***So, 2 weeks following the fire, the repairs had not been made to allow safe re-occupation.***

At the Legislative Hearing, we heard more about the actions of two local nonprofits also came to the aide of the residents. Both the Community Stabilization Project (CSP) and Southern Minnesota Regional Legal Services (SMRLS) took action. The day following the fire, (SMRLS) files an Emergency Tenant Remedy Action (ETRA) which ordered the owners to immediately restoration of electrical services. The court declined to order the landlords to house the tenants, I believe because the Red Cross was still engaged at that juncture. After a week of no restoration of services, SMRLS filed an order to show cause with the courts. They can ask for fines, penalties, jail time and for the landlord to house the tenants. The court date is Thursday December 7, 2017. ***So, the court wasn't even looking at the failure of the landlords to act until fully 3 weeks after the fire.***

The emergency legislative hearing also gathered information from emergency management and inspections staff. At that juncture, the city's senior electrical inspector said it would likely be 6 days for the electric to be restored once the work was initiated – 3 to get the parts and 3 to do the work. ***During this time the landlords had no intention of housing or assisting in housing the displaced tenants. In fact, they noted their insurance covered them for lost rent, but not for temporary re-housing.***

It was clear to the city council allow the building to continue to be occupied with no clear plan for restoration of electrical services, cooling weather and rapidly deteriorating building conditions. When this

was voiced, Travis Bistodeau of the City's Department of Safety and Inspections renewed his communication with Ramsey County to get emergency housing assistance. ***The county was able to come through with 6 nights of housing for up to 15 of the families. When this housing assistance came to an end, the Saint Paul Foundation stepped in to help bridge the 2-day gap between when county assistance ended and re-occupation could be re-allowed.***

Finally, it's important to say that all of the tenants, most especially those who have needed to re-occupy their units under these conditions are experiencing additional expenses their family budgets are not equipped to handle. Those 15 families who returned to the building are the most needy, having the least savings and fewest alternatives to stay with friends or family. I think it's important to add that even with the Red Cross' help, it is expensive to live in these conditions. Families who normally prepare their own food need to rely on fast food and peanut butter sandwiches. They have needed to figure out different family transportation from their temporary quarters to school and jobs.

The critical electrical and mechanical permits were finalized December 6, 2017, allowing for re-occupancy the day before the ETRA hearing, but fully 3 weeks after the fire.

TENANT EDUCATION AND RESOURCES

Creating a Central Information Resources on Tenant Rights

Layout Consideration

- **City of Seattle Tenant Protection Resource** – [Know the Law - Housing](#)
The City of Seattle offers renters some modest additional protections than in other parts of Washington State. These laws apply to all residential tenancies in the Seattle city limits.
- [City of San Jose – Renters and Landlords](#)
San Jose's The Tenant Protection Ordinance outlines landlord responsibilities and tenant rights regarding notices to terminate. Under the Tenant Protection Ordinance, landlords of multifamily dwellings, guesthouses and unpermitted units will only be authorized to terminate tenancy under one of the 13. Landlords must submit notices to vacate to the Rent Stabilization Program; [submit a Notice to Terminate Tenancy with Just Cause using our simple online form.](#)

Financial Assistance

Ramsey County is a key partner to the city in providing financial assistance programs, including child care, food support, health care, housing, and a variety of other programs to help low-wage residents.

- [Ramsey County Emergency Assistance](#)
Assist families in financial crisis that poses a direct threat to the physical health or safety of a child younger than 18. This is short-term assistance.)
- [Ramsey County House Calls](#)
HouseCalls/Families in Crisis Program is a collaboration between Public Health and Health Care for the Homeless. It provides health and social services to families living in high-risk environments, who are at risk for becoming homeless. All services (except utility assistance) are by referral only. Referrals are made from Housing Code, Child and Adult Protection, schools and hospitals.
- [Ramsey County Energy Assistance](#)
The Cold Weather Rule was developed by the Minnesota Public Utilities Commission to help protect residential energy customers from service disconnection from October 15 through April 15 due to non-payment, provided the disconnection would affect the customer's primary heating source. Customers need to contact their heating provider to request protection from the cold weather rule.

Legal Assistance | Access to Courts and Attorney's

- [Southern Minnesota Regional Legal Services \(SMRLS\)](#)
- [Volunteer Lawyers Network \(VLN\)](#)
- [Dispute Resolution Center](#)
- [Ramsey County Law Library](#)
- [Mid Minnesota Legal Aid](#)
- [HOMELine](#)
- [Minn. Stat. § 504B – Landlord and Tenant](#)

Other Housing Resources

- [Minnesota Housing Finance Agency](#)
Minnesota Housing provides a list of resources and contact information to help people who need rental assistance, affordable rental housing, or shelter.

- [Housing Benefits 101](#)
Housing Benefits 101 is a website that includes information on how to access homeless services in your county, keep your housing, and change your home. You can also call, email, or chat online with resource experts.
- [HousingLink](#)
HousingLink keeps lists of subsidized housing options available in Minnesota. Tip: Keep track of the places you apply. If you're on a waiting list for a housing unit or voucher, make sure to periodically update your contact information to ensure you can be reached.
- [211 United Way](#)
211 United Way provides referrals for a range of services including food, shelter, and transportation.
- [Family Homeless Prevention and Assistance Program](#)
The [Family Homelessness Prevention and Assistance Program](#) can sometimes provide rental or energy assistance to help prevent utility shut-offs or an eviction.

Ability to get copy of screening report used by landlord

Minnesota Attorney General

[Landlords and Tenants: Rights and Responsibilities](#)

[Residential Tenant Reports](#)

A copy of a tenant's report must be given to the tenant without charge if, in the past 60 days, this information was used to deny a rental application or to increase the rent or security deposit of a residential housing unit.

Federal Trade Commission

[Fair Credit Reporting Act \(FCRA\)](#)

The Fair Credit Reporting Act (FCRA) is a federal law that regulates the collection of consumers' credit information and access to their credit reports. It was passed in 1970 to address the fairness, accuracy and privacy of the personal information contained in the files of the credit reporting agencies.

[Consumer Reports: What Landlords Need to Know](#)

Landlords who use consumer reports to make tenant decisions, the Fair Credit Reporting Act require landlord to take important compliance steps.

[Consumer Reports: What Information Furnishers Need to Know](#)

Information about consumers that are reported to consumer reporting agencies (CRAs) — like a credit bureau, tenant screening company, or check verification service; consumer agencies have legal obligations under the Fair Credit Reporting Act's Furnisher Rule.

Housing Codes and Inspections

Saint Paul Department of Safety and Inspections

- [Property Code Enforcement](#)
- [Landlord 101](#)

Tenant rights | Tenant Bill of Rights org of info.

We don't have rights packaged as (packaging and assistance)

Local Ordinances and Minnesota State Laws Affecting Landlords and Tenants

Rights of Tenants	Section(s) of the Law Affecting Landlords and Tenants
City of Saint Paul	
The Right to safe and decent housing Habitable Home	Title VI - BUILDING AND HOUSING, Chapter 34. - Minimum Property Maintenance Standards for All Structures and Premises
The Right to safe and decent housing Habitable Home	Title VI - BUILDING AND HOUSING, Chapter 40. - Fire Certificate of Occupancy
Right to Receive Notice of Sale	Title VI - BUILDING AND HOUSING, Chapter 53. - Notification of Contract for Deed Cancellations or Notice of Mortgage Foreclosures
Applicant & Tenant Screening	Title VI - BUILDING AND HOUSING, Chapter 54. - Rental Application Fees
Anti-Discrimination Laws	Title XVIII - HUMAN RIGHTS, Chapter 183. - Human Rights
The Right to safe and decent housing	Title XIX - CONSUMER PROTECTION, Chapter 192. - Rental Housing Disclosure
State of Minnesota	
The Right to safe and decent housing Habitable Home; Right to Receive Notice of Sale; Anti-Discrimination Law; Applicant & Tenant Screening	Minn. Stat. § 504B.101 to § 504B.151 - Leasing and Rent
	Minn. Stat. § 504B.155 to § 504B.181 - Obligations and Covenants
	Minn. Stat. § 504B.185 to § 504B.204 - Inspections Reports and Code Violations
	Minn. Stat. § 504B.205 to § 504B.211 - Tenant's Rights
	Minn. Stat. § 504B.215 to § 504B.231 - Utilities; Intentional Ouster
	Minn. Stat. § 504B.235 to § 504B.245 - Residential Tenant Reports
	Minn. Stat. § 504B.251 to § 504B.275 - Miscellaneous Rights
	Minn. Stat. § 504B.281 to § 504B.271 - Eviction Actions
	Minn. Stat. § 504B.375 to § 504B.391 - Residential Tenant Actions
	Minn. Stat. § 504B.395 to § 504B.471 - Tenant Remedies Actions
Right to Security Deposits provided LL can prove property damage unrelated to normal wear and tear	Proposal: Consumer Protection Ordinance; Would need enabling language?