



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19311

**Proposed No.** 2021-0131.3

**Sponsors** Kohl-Welles, Zahilay and  
Upthegrove

1 AN ORDINANCE relating to tenant protections; amending  
 2 Ordinance 383, Section 5, as amended, and K.C.C.  
 3 2.60.050, adding a new chapter to K.C.C. Title 12 and  
 4 repealing Ordinance 16223, Section 3, and K.C.C.  
 5 12.47.010, Ordinance 16223, Section 4, and K.C.C.  
 6 12.47.020, Ordinance 16223, Section 5, and K.C.C.  
 7 12.47.030 and Ordinance 16223, Section 6, and K.C.C.  
 8 12.47.040.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 **SECTION 1. Findings:**

11 A. The King County council finds that establishing this ordinance, a just cause  
 12 and tenant protections ordinance, is necessary to protect the public health, safety and  
 13 welfare.

14 B. Under a provision of the Washington state Residential Landlord-Tenant Act of  
 15 1973, RCW 59.18.290, landlords may not evict residential tenants without a court order,  
 16 which under RCW 59.18.380 can be issued by a court only after the tenant has an  
 17 opportunity to contest the eviction.

18 C. King County established the regional affordable housing task force in 2017  
 19 through Motion 14873. The task force's charge was to develop a recommended

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20 countywide affordable housing strategy.

21 D. The regional affordable housing task force released its Final Report and  
22 Recommendations in December 2018, and the King County council declared through  
23 Motion 15372 that recommendations contained therein represent the policy of the  
24 council.

25 E. The regional affordable housing task force's report included Census data that  
26 showed that more than one hundred twenty-four thousand low-income households in  
27 King County are severely cost burdened. Of those, eighty-eight percent, or one hundred  
28 nine thousand seven hundred households, earn fifty percent or less of area median  
29 income, meaning the county's poorest residents struggle most with housing costs. The  
30 report found that communities of color and renters are disproportionately likely to be  
31 severely cost burdened, paying more than half of their income toward housing costs. The  
32 report also included a recommended strategy of adopting ordinances to expand tenant  
33 protection and provide implementation support.

34 F. The Washington state Legislature passed Engrossed Substitute House Bill  
35 1236, which became Chapter 212, Laws of Washington 2021. Those statutes establish  
36 just cause eviction regulations at the state level. This ordinance builds on those  
37 protections, to offer additional protections that are necessary for the public health,  
38 welfare and safety of the residents of King County. This ordinance includes the  
39 following additional protections:

40 1. A just cause for reducing the number of tenants in response to a notice and  
41 order. The county has regulations in place that limit the number of people that may  
42 reside in a dwelling unit. That just cause adds a protection for the landlord in a case

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43 where the county has found a violation of those regulations and the landlord seeks to  
44 comply with that notice, but the tenant continues in possession of the dwelling unit;

45           2. A just cause for a landlord who seeks to discontinue residential use of an  
46 accessory dwelling unit. Chapter 212, Laws of Washington 2021, does not contemplate  
47 accessory dwelling units as rental units. Accessory dwelling units are an important  
48 supply of rental housing in unincorporated King County, and this ordinance provides the  
49 same protections to tenants of those types of units as other types of rental housing;

50           3. Two just causes for owners seeking to discontinue renting out an owner's  
51 primary residence or an accessory dwelling unit on an owner's primary residential  
52 property. Those protections provide an owner with more rights to discontinue renting out  
53 parts of their primary residence or primary residential property;

54           4. Protections for victims of a physical assault or the victim of the use or  
55 threatened use of a firearm or other deadly weapon. This ordinance clarifies the status of  
56 those victims, in order to provide them safe housing; and

57           5. A provision limiting security deposits to a maximum of one month's rent and  
58 capping late fees and administrative costs of the landlord. The county finds that use of  
59 these fees can pose a financial hardship for tenants, and placing a cap on these fees will  
60 allow more individuals and families to obtain stable housing.

61           NEW SECTION. SECTION 2. Sections 3 through 16 of this ordinance should  
62 constitute a new chapter of K.C.C. Title 12.

63           NEW SECTION. SECTION 3. There is hereby added to the new K.C.C. chapter  
64 established in section 2 of this ordinance a new section to read as follows:

65           The definitions in this section apply throughout this chapter unless the context

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66 clearly requires otherwise. The definitions in RCW 59.18.030 also apply to this chapter  
67 unless otherwise defined in this section.

68 A. "Dwelling" or "dwelling unit" has the same meaning as "dwelling unit" in  
69 RCW 59.18.030, in addition to any vacant land that is offered for sale or lease for mobile  
70 and manufactured homes.

71 B. "Landlord" has the same meaning as "landlord" in RCW 59.18.030.

72 C. "Occupancy" means the formal designation of the primary purpose of the  
73 building structure or portion thereof.

74 D. "Owner" has the same meaning as "owner" in RCW 59.18.030.

75 E. "Tenant" has the same meaning as "tenant" in RCW 59.18.030 or 59.20.030,  
76 depending on the context, and excludes living arrangements identified in RCW  
77 59.18.040.

78 NEW SECTION. SECTION 4. There is hereby added to the chapter established  
79 in section 2 of this ordinance a new section to read as follows:

80 A. Except as otherwise specifically required or allowed by K.C.C. Title 12 or by  
81 the Washington state Residential Landlord-Tenant Act of 1973, chapter 59.18 RCW, it is  
82 unlawful for any landlord to:

83 1. Remove or exclude from the premises a tenant except under a court order  
84 authorizing the removal or exclusion; or

85 2. Evict, reduce services, increase the obligations of a tenant or otherwise  
86 impose, threaten or attempt any punitive measure against a tenant for the reason that the  
87 tenant has in good faith asserted, exercised or attempted to exercise any legal rights  
88 granted tenants by law and arising out of the tenant's occupancy of the dwelling unit.

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89           NEW SECTION. SECTION 5. There is hereby added to the chapter established  
90 in section 2 of this ordinance a new section to read as follows:

91           A. In addition to the just causes allowed under state law, a landlord shall not evict  
92 a tenant, refuse to continue a tenancy or terminate a tenancy except for the just causes  
93 enumerated and otherwise provided under this section:

94           1. The tenant continues in possession after the tenant fails to comply with:

- 95           a. a notice to pay rent or vacate in accordance with RCW 59.12.030(3);
- 96           b. a notice to comply or vacate in accordance with RCW 59.12.030(4); or
- 97           c. a notice to vacate for waste, nuisance, including a drug-related activity

98 nuisance in accordance with chapter 7.43 RCW, or maintenance of an unlawful business  
99 or conduct in accordance with RCW 59.12.030(5);

100           2. The tenant fails to comply with a ten-day notice to comply or vacate requiring  
101 compliance with a material term of the rental agreement or that requires compliance with  
102 a material obligation under chapter 59.18 RCW;

103           3. The tenant continues in possession after the landlord seeks possession so that  
104 the owner or a member of the owner's immediate family may occupy the unit as that  
105 person's principal residence and no substantially equivalent unit is vacant and available in  
106 the same building, and the landlord has given the tenant at least ninety days' advance  
107 written notice of the date the tenant's possession is to end. For the purposes of this  
108 subsection A.3., "immediate family" includes the owner's domestic partner registered  
109 under chapter 26.60 RCW or the owner's spouse, parents, grandparents, children, brothers  
110 and sisters of the owner, of the owner's spouse or of the owner's domestic partner. There  
111 is a rebuttable presumption of a violation of this subsection A.3. if the owner or a

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112 member of the owner's immediate family fails to occupy the unit as that person's  
113 principal residence for at least sixty consecutive days during the ninety days immediately  
114 after the tenant vacated the unit in accordance with a notice of termination or eviction  
115 using this subsection A.3. as the cause for eviction;

116 4. The tenant continues in possession after the owner elects to sell a single-  
117 family dwelling unit and gives the tenant at least ninety days' written notice before the  
118 date set for vacating, which date shall coincide with the end of the term of a rental  
119 agreement, or if the agreement is month-to-month, with the last day of a monthly period.  
120 For the purposes of this subsection A.4., an owner "elects to sell" when the owner, at a  
121 minimum, lists the dwelling for sale at fair market value, such as with a realty agency or  
122 advertising in a newspaper of general circulation. There shall be a rebuttable  
123 presumption that the owner did not intend to sell the unit if:

124 a. within thirty days after the tenant has vacated, the owner does not list the  
125 single-family dwelling for sale at fair market value, or

126 b. within ninety days after the date the tenant vacated or the date the property  
127 was listed for sale, whichever is later, the owner withdraws the rental unit from the sales  
128 market, rents the unit to someone other than the former tenant or otherwise indicates that  
129 the owner does not intend to sell the unit;

130 5. The tenant continues in possession after the landlord seeks to do substantial  
131 rehabilitation in the building, but only if the owner or designee submitted a complete  
132 application for at least one permit required under K.C.C. Title 16 for the rehabilitation.  
133 The landlord shall serve the tenant with advance written notice in accordance with RCW  
134 59.18.200(2)(c). Substantial rehabilitation has the same meaning as "substantially

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135 rehabilitate" in RCW 59.18.200(2)(c);

136 6. The tenant continues in possession after the landlord:

137 a. elects to demolish the building, convert it to a cooperative or convert it to a  
138 nonresidential use, though the owner or designee must obtain a permit necessary to  
139 demolish before terminating any tenancy. The landlord shall serve the tenant with  
140 advance written notice in accordance with RCW 59.18.200(2)(c); or

141 b. elects to withdraw the premises to pursue a conversion in accordance with  
142 RCW 64.34.440 or RCW 64.90.655. The landlord shall serve the tenant with advance  
143 written notice in accordance with RCW 64.34.440 and RCW 64.90.655;

144 7.a. The tenant continues in possession after the landlord seeks to reduce the  
145 number of occupants who reside in one dwelling unit to comply with the legal limit, and:

146 (1) the landlord has served the tenants with a thirty-day written notice,  
147 informing the tenants that the number of occupants exceeds the legal limit and must be  
148 reduced to the legal limit; however, a thirty-day notice is not required if the number of  
149 occupants was increased above the legal limit without the knowledge or consent of the  
150 landlord;

151 (2) after expiration of the thirty-day notice required by subsection A.7.a.(1) of  
152 this section, or any time after receipt of the notice and order if a thirty-day notice is not  
153 required in accordance with subsection A.7.a.(1) of this section, the landlord has served  
154 the tenants and the tenants have failed to comply with a ten-day notice to comply with the  
155 maximum legal limit on the number of occupants or vacate; and

156 (3) if there is more than one rental agreement for the unit, the landlord may  
157 choose which agreements to terminate; however, the landlord may terminate no more

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158 than the minimum number of rental agreements necessary to comply with the legal limit  
159 on the number of occupants.

160           b. For any violation of the maximum legal limit on the number of individuals  
161 allowed to reside in a dwelling unit that occurred with the knowledge or consent of the  
162 landlord, upon creation of a relocation assistance program, the landlord is required to pay  
163 relocation assistance to the tenant or tenants of each such a unit as the program dictates;

164           8. The tenant continues in possession after the landlord seeks to discontinue  
165 residential use of an accessory dwelling unit;

166           9. The tenant continues in possession after a landlord or owner receives a notice  
167 and order issued under K.C.C. Title 16 or 23 and violations identified in the notice and  
168 order have not been corrected, but only if the notice and order restricts the tenant's ability  
169 to reside in the dwelling unit. The landlord shall be required to make a showing of  
170 medical or financial hardship to the tenant that the landlord could not correct the  
171 violations identified in the notice order. However, the tenant may elect to repair and stay  
172 in the dwelling unit as set forth in RCW 59.18.100;

173           10.a. The tenant continues in possession after the owner intends to discontinue  
174 leasing to a tenant of the owner's own dwelling unit in which the owner resides;

175           b. The owner intends to evict a tenant, to refuse to continue a tenancy, or to  
176 terminate the tenancy of an accessory dwelling unit accessory to the dwelling unit in  
177 which the owner resides; or

178           c. The owner seeks to evict a tenant, refuse to continue a tenancy, or terminate  
179 the tenancy in a single-family dwelling unit and the owner resides in an accessory  
180 dwelling unit on the same lot;



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181           11.a. The tenant continues in possession after the tenant, or with the consent of  
182 the tenant, the tenant's subtenant, sublessee, resident or guest, has engaged in criminal  
183 activity on the premises, or on the property or public right-of-way abutting the premises.  
184 For purposes of this subsection A.11., a person has "engaged in criminal activity" if the  
185 person:

186           (1) engages in a drug-related activity that would constitute a violation of  
187 chapters 69.41, 69.50 or 69.52 RCW;

188           (2) engages in activity that is a crime under the laws of this state, but only if  
189 the activity substantially affects the health or safety of any person. An activity  
190 substantially affects the health or safety of other tenants or the landlord if:

191           (a) the activity is imminently hazardous to the physical safety of any person;

192           (b) the activity entails physical assaults upon another person that result in an  
193 arrest; or

194           (c) the activity entails the unlawful use of a firearm or other deadly weapon,  
195 as defined in RCW 9A.04.110, that results in an arrest, including threatening another  
196 tenant or the landlord with a firearm or other deadly weapon under RCW 59.18.352; or

197           (3) The activity renders people in at least two or more dwelling units or  
198 residences insecure in life or the use of property or that injures or endangers the safety or  
199 health of people in at least two or more dwelling units or residences.

200           b. In determining whether a tenant's activity substantially effects the health or  
201 safety of other tenants or the landlord, a court may consider the totality of the  
202 circumstances, including factors such as whether there have been a significant number of  
203 complaints to the landlord about the tenant's activities at the property, damage done by

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204 the tenant to the property, including the property of other tenants or neighbors,  
205 harassment or threats made by the tenant to other tenants or neighbors that have been  
206 reported to law enforcement agencies, any police incident reports involving the tenant,  
207 and the tenant's criminal history.

208 c. Nothing in this subsection A.11. shall authorize the termination of tenancy  
209 or eviction of the victim of a physical assault or the victim of the use or threatened use of  
210 a firearm or other deadly weapon; or

211 12. The tenant continues in possession after the tenant, or with the consent of  
212 the tenant, the tenant's subtenant, sublessee, resident or guest:

213 i. Knowingly allows to reside in the dwelling unit, without receiving written  
214 consent from a landlord before moving into the dwelling unit, an animal that has been  
215 declared vicious by the manager of the regional animal services section in accordance  
216 with K.C.C. Title 11; or

217 ii. Knowingly continues to maintain in the dwelling unit an animal that is  
218 declared vicious by the manager of the regional animal services section in accordance  
219 with K.C.C. Title 11 during the terms of the rental agreement.

220 B. Any rental agreement provision that waives or purports to waive any right  
221 created by this chapter shall be deemed void and of no lawful force or effect. No rental  
222 agreement may provide that the tenant agrees to waive or to forgo rights or remedies  
223 under this ordinance. A provision prohibited in this ordinance included in a rental  
224 agreement is unenforceable. If a landlord knowingly uses a rental agreement containing  
225 provisions known by the landlord to be prohibited, the tenant may recover actual  
226 damages sustained by the tenant, and exemplary damages not to exceed two times the

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227 monthly rent charged for the unit, and reasonable litigation costs and attorneys' fees.

228 C. Whenever a termination notice is required by law, a landlord refusing to  
229 continue a tenancy or seeking to terminate a tenancy protected by this chapter shall serve  
230 the notice in a manner consistent with RCW 59.12.040 and identify the facts and  
231 circumstances known and available to the landlord at the time of the issuance of the  
232 notice that support the cause or causes with enough specificity so as to enable the tenant  
233 to respond and prepare a defense to any incidents alleged. The landlord may present  
234 additional facts and circumstances regarding the noticed allegations if such evidence was  
235 unknown or unavailable at the time of the issuance of the notice.

236 D. Landlords shall provide at least thirty days' written notice when evicting a  
237 tenant, refusing to continue a tenancy or terminating a tenancy for a just cause  
238 enumerated in subsection A. of this section, unless a longer noticing period is required by  
239 state law or the rental agreement.

240 E. It shall be a violation of this chapter for any landlord to remove or cause to  
241 remove a tenant from a dwelling unit using a notice that references subsection A.3., 4., 5.  
242 or 6. of this section as grounds for eviction or termination of tenancy without fulfilling or  
243 carrying out the stated reason for or condition justifying the termination of such a tenancy  
244 within sixty days after the tenant has vacated, unless another time frame is specified in  
245 subsection A.3., 4., 5. or 6. of this section.

246 F. Nothing in this chapter is intended to affect or limit a landlord's rights to  
247 pursue an action for unlawful detainer as defined by RCW 59.12.030, except as  
248 specifically set forth in this chapter.

249 NEW SECTION. SECTION 6. There is hereby added to the chapter established

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250 in section 2 of this ordinance a new section to read as follows:

251 Sections 7 through 16 of this ordinance apply to tenancies governed by chapter  
252 59.20 RCW and are in addition to the provisions provided to those tenancies in RCW  
253 59.20.080.

254 NEW SECTION. SECTION 7. There is hereby added to the chapter established  
255 in section 2 of this ordinance a new section to read as follows:

256 A. All move in fees and security deposits charged by a landlord before a tenant  
257 takes possession of a dwelling unit shall not exceed one month's rent, except in  
258 subsidized tenancies where the amount of rent is set based on the income of the tenant.  
259 The exception for subsidized housing shall not include tenancies regulated under Section  
260 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice  
261 voucher program.

262 B. Tenants entering rental agreements with terms lasting six or more months may  
263 elect to pay their move in fees and security deposits in six equal monthly installments  
264 over the first six months occupying the unit.

265 C. Tenants entering rental agreements with terms lasting fewer than six months  
266 or month-to-month rental agreements, may choose to pay move in fees and security  
267 deposits in two equal monthly installments over the first two months occupying the unit.

268 NEW SECTION. SECTION 8. There is hereby added to the chapter established  
269 in section 2 of this ordinance a new section to read as follows:

270 Late fees or costs due to nonpayment of rent charged to a tenant shall not exceed  
271 one and one-half percent of the tenant's monthly rent.

272 NEW SECTION. SECTION 9. There is hereby added to the chapter established

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273 in section 2 of this ordinance a new section to read as follows:

274 Any rental agreement or renewal of a rental agreement shall include, or shall be  
275 deemed to include, a provision requiring not less than one hundred twenty days' notice  
276 for rent increases greater than three percent. If the rental agreement governs a subsidized  
277 tenancy where the amount of rent is based on the income of the tenant or circumstances  
278 specific to the subsidized household, the landlord shall provide a minimum of thirty days'  
279 prior written notice of an increase in the amount of rent to each affected tenant.

280 NEW SECTION. SECTION 10. There is hereby added to the chapter established  
281 in section 2 of this ordinance a new section to read as follows:

282 A. Landlords are prohibited from unfair or abusive acts or practices or deceptive  
283 acts or practices as defined in this section.

284 B. For the purposes of this section:

285 1. "Deceptive acts or practices" means representations, omissions, acts or  
286 practices that mislead or are likely to mislead a tenant; the tenant's interpretation of the  
287 representation, omission, act or practice is reasonable under the circumstances; and the  
288 representation, omission, act or practice is material. "Deceptive acts or practices"  
289 includes threatening to evict a tenant for nonpayment of charges except as authorized by  
290 section 5 of this ordinance.

291 2. "Unfair or abusive acts or practices" means those representations, omissions,  
292 acts or practices that:

293 a. Materially interfere with the ability of any tenant to understand a term or  
294 condition of the rental agreement or the tenancy; or

295 b. Take unreasonable advantage of a lack of understanding on the part of the

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296 tenant regarding the conditions of the tenancy or rights under the law or the inability of  
297 the tenant to protect the tenant's interests.

298 NEW SECTION. SECTION 11. There is hereby added to the chapter established  
299 in section 2 of this ordinance a new section to read as follows:

300 Except as otherwise provide in Section 2(2)(n)(i), Chapter 212, Laws of  
301 Washington 2021, a landlord's acceptance of rent waives the right to declare forfeiture or  
302 evict based solely on any prior breach or breaches of the rental agreement. This section  
303 does not waive any landlord's remedy for nonpayment of rent if additional rent is  
304 outstanding.

305 NEW SECTION. SECTION 12. There is hereby added to the chapter established  
306 in section 2 of this ordinance a new section to read as follows:

307 A landlord shall not increase the rent to be charged to a tenant by any amount if  
308 the dwelling unit has defective conditions making the dwelling unit uninhabitable or is in  
309 violation of RCW 59.18.060. If the tenant believes the dwelling unit has defective  
310 conditions making the unit uninhabitable or is in violation of RCW 59.18.060, the tenant  
311 shall notify the landlord in writing in accordance with RCW 59.18.070 specifying the  
312 premises involved, the name of the owner, if known, and the nature of the defective  
313 condition before the effective date listed in the notice of housing costs increase the tenant  
314 received from the landlord.

315 NEW SECTION. SECTION 13. There is hereby added to the chapter established  
316 in section 2 of this ordinance a new section to read as follows:

317 Rental agreements shall include a provision stating that when late fees may be  
318 assessed after rent becomes due, the tenant may propose that the due date be altered to a

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319 different date of the month. Additionally, the provision shall specify that, according to  
320 RCW 59.18.170(3), a landlord shall agree to such a proposal if it is submitted in writing  
321 and the tenant can demonstrate that his or her primary source of income is a regular,  
322 monthly source of governmental assistance that is not received until after the date rent is  
323 due in the rental agreement. A landlord shall not refuse to enter into a rental agreement  
324 with a prospective tenant because the prospective tenant requests such accommodations.

325 NEW SECTION. SECTION 14. There is hereby added to the chapter established  
326 in section 2 of this ordinance a new section to read as follows:

327 A landlord found in violation of any of the provisions in this chapter, unless  
328 otherwise provided in this chapter, shall be liable to such a tenant in a private right of  
329 action for the greater of double the tenant's economic and noneconomic damages or three  
330 times the monthly rent of the dwelling unit at issue, and reasonable litigation costs and  
331 attorneys' fees.

332 NEW SECTION. SECTION 15. There is hereby added to the chapter established  
333 in section 2 of this ordinance a new section to read as follows:

334 A landlord serving a notice to the tenant to pay rent or vacate under RCW  
335 59.12.030(3) must include on the notice substantially in the form of the following  
336 statement in sixteen-point, bolded font: "Pursuant to RCW 58.12.030(3), you have  
337 fourteen days to pay the rent required by this notice. After fourteen days, the landlord is  
338 required by RCW 59.18.410(2) to allow you to pay the rent up to five court days after a  
339 judgement in an eviction proceeding, but you may be subject to a late fee, if a late fee is  
340 required in the rental agreement and any court costs incurred at the time of payment.

341 Attorneys' fees may also be requested by the landlord and may be awarded to the landlord

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342 by a judge."

343 NEW SECTION. SECTION 16. There is hereby added to the chapter established  
344 in section 2 of this ordinance a new section to read as follows:

345 A. A landlord shall not require a social security number for the purposes of  
346 screening a prospective tenant, as allowed under RCW 59.18.257. A landlord may  
347 request a social security number and screen prospective tenants. A landlord shall not  
348 refuse to enter into a rental agreement with a prospective tenant because the prospective  
349 tenant does not agree to provide a social security number. A landlord may utilize  
350 information including, but not limited to, previous names, addresses, personal references  
351 and work history to screen prospective tenants. A landlord shall maintain the right to  
352 take adverse action because of inaccurate, unfavorable or unavailable screening results.

353 B. A landlord found in violation of subsection A. of this section shall be liable to  
354 such a prospective tenant in a private right of action for the greater of double the tenant's  
355 economic and noneconomic damages or one month of rent of the dwelling unit at issue,  
356 and reasonable litigation costs and attorneys' fees

357 SECTION 17. Ordinance 383, Section 5, as amended, and K.C.C. 2.60.050 are  
358 hereby amended to read as follows:

359 A. Legal defense services through the department shall be made available to all  
360 eligible persons for whom counsel is constitutionally required. In addition, legal defense  
361 services through department shall be made available when funds are available: to any  
362 eligible person in legal proceedings arising in King County that may result in the person's  
363 loss of liberty by an act of King County or any of its agencies, including, but not limited  
364 to, criminal proceedings alleging a violation of any law of the state of Washington or



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365 ordinance of King County, juvenile matters, mental illness and similar commitment  
366 proceedings, revocations and habeas corpus proceedings when they arise in King County;  
367 ~~((and))~~ to eligible parents and children in dependency proceedings arising in King  
368 County; and to tenants whose rental agreements have been terminated or tenants who are  
369 subject to unlawful detainer actions by a landlord whom the tenant alleges terminated a  
370 tenancy or initiated an unlawful detainer action in violation of any King County  
371 ordinance.

372 B. Legal defense services through the department may be made available to a  
373 person charged in King County with a felony of public notoriety, at the person's expense,  
374 when the court finds that the defendant is unable to employ adequate private counsel as a  
375 result of the public notoriety. The county public defender shall establish a reasonable fee  
376 for the legal defense services, subject to the approval of the court.

377 SECTION 18. The following are hereby repealed:

- 378 A. Ordinance 16223, Section 3, and K.C.C. 12.47.010;
- 379 B. Ordinance 16223, Section 4, and K.C.C. 12.47.020;
- 380 C. Ordinance 16223, Section 5, and K.C.C. 12.47.030; and
- 381 D. Ordinance 16223, Section 6, and K.C.C. 12.47.040.

382 SECTION 19.

383 A. The executive shall develop standard notices required to be used by landlords  
384 who are terminating a month-to-month tenancy, failing to renew a fixed-term lease or  
385 evicting due to one or more of the causes enumerated in section 5.A. of this ordinance.  
386 The notices shall provide information for tenants on how to access legal services for  
387 eviction prevention. The executive shall translate the notice into the ten most common

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388 languages used in King County. In developing the notices, the executive shall consult  
389 with organizations that represent landlords and tenants and provide a minimum thirty-day  
390 public comment period.

391 B.1. The executive shall transmit a tenant protections access plan to the council  
392 by June 30, 2022, with the goal of expanding knowledge of and access to tenant  
393 protections in the King County Code. The plan shall include at least the following  
394 components, and if the executive is already conducting the work identified in a. through  
395 d. of this subsection B.1., the plan shall include an explanation of the work being done,  
396 the funding mechanism to accomplish scope of work, and how it addresses the goals of  
397 this subsection B.1.:

398 a. recommendations on providing information about tenant protections in King  
399 County and access to those protections to residents with limited English proficiency;

400 b. recommendations on providing tenant protections to undocumented  
401 residents who may have a fear of accessing tenant protections through the court system;

402 c. a "know your rights" campaign with the objective of spreading awareness of  
403 the new provisions in this ordinance. The plan shall utilize partnerships with community  
404 organizations and the King County immigrant and refugee commission;

405 d. recommendations on ways to provide free legal representation, advice and  
406 other legal assistance to tenants facing eviction, harassment, disrepair and other housing-  
407 related issues, including an analysis of the right-to-counsel law available through the  
408 New York City office of civil justice's legal representation program; and

409 e. a phone number, either internal to the county or through a request for  
410 proposals to outside entities, for tenants who believe their rental agreement has been

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411 unlawfully terminated or who believe a landlord failed to renew a rental agreement  
412 unlawfully. The phone number should be staffed by the department of community and  
413 human services, the department of public defense, or a designee to provide information  
414 on protections afforded to tenants in state law and King County Code. The plan shall  
415 include an analysis of the level of funding the executive would need to create and staff  
416 such a phone number.

417           2. The executive shall transmit a landlord outreach plan by June 30, 2022, with  
418 the goal of expanding knowledge of tenant protections contained in King County Code to  
419 landlords.

420           3. The tenant protections access plan and the landlord outreach plan shall be  
421 electronically transmitted to the clerk of the council with motions that should  
422 acknowledge receipt of the plans and a proposed ordinance making recommended  
423 changes from the tenant protections access plan, if recommendations necessitate an  
424 ordinance. The clerk of the council shall provide an electronic copy to all  
425 councilmembers, the council chief of staff and the lead staff for the community, health  
426 and housing services committee, or its successor.

427           SECTION 20. Severability. If any provision of this ordinance or its application

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428 to any person or circumstance is held invalid, the remainder of the ordinance or the  
429 application of the provision to other persons or circumstances is not affected.  
430

Ordinance 19311 was introduced on 3/16/2021 and passed as amended by the Metropolitan King County Council on 6/29/2021, by the following vote:

Yes: 6 - Ms. Balducci, Mr. Dembowski, Ms. Kohl-Welles, Mr. McDermott, Mr. Upthegrove and Mr. Zahilay  
No: 3 - Mr. Dunn, Ms. Lambert and Mr. von Reichbauer

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
7E1C273CE9994B6...  
Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Angel Allende for*  
C267B914088E4A0...  
Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 7/16/2021, \_\_\_\_\_.

DocuSigned by:  
*Dow Constantine*  
4FBCAB8196AE4C6...  
Dow Constantine, County Executive

Attachments: None

**Certificate Of Completion**

Envelope Id: BD365622B21A41E5917F9BC0EE8F328E	Status: Completed
Subject: Please DocuSign: Ordinance 19311.docx	
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Document Pages: 20	Signatures: 3
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**Signer Events**

Claudia Balducci  
 claudia.balducci@kingcounty.gov  
 King County General (ITD)  
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**Signature**

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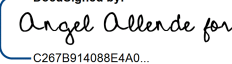
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 angel.allende@kingcounty.gov  
 Deputy Clerk of the Council  
 King County Council  
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 Signed: 7/16/2021 3:54:15 PM

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 ID: 02450e54-5d46-411c-abbe-02ede126536f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Bailey Bryant bailey.bryant@kingcounty.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 7/7/2021 9:05:16 AM Viewed: 7/7/2021 9:31:21 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/16/2021 3:53:57 PM
Signing Complete	Security Checked	7/16/2021 3:54:15 PM
Completed	Security Checked	7/16/2021 3:54:15 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum



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