PO 2021-0131 – Amendment Tracker

Committee of the Whole – June 23rd, 2021

#	1 st Page & Line #	Sponsor	Amendment Description
S2	N/A	Kohl-Welles and Zahilay	 Would add findings of fact to support various provisions. Would require a landlord to provide at least 30 days' written notice to a tenant when evicting, terminating, or refusing to renew a tenancy for a just cause, unless a longer notice period is required by state law. Would add a just cause for tenants who knowingly allow a vicious animal, as declared by the director of the regional animal services section, without written consent from the landlord or if an animal is declared vicious during the terms of the rental agreement. Would exempt subsidized tenancies from the one month cap on security deposits and move in fees. Would amend the cap on late fees from 1% to 1.5% of monthly rent. Would clarify requirements for notice increases over 3% and amends notice requirement for subsidize tenancies to 30 days' notice. Would amend the language in Section 13 to reflect the state law. Would amend damages to 3 times monthly rent or double damages, plus costs and attorneys' fees. Would clarify that the provision regarding acceptance of rent does not waive a landlord's remedy for nonpayment of rent if additional rent is outstanding. Would amend language so that a landlord may request, but not require, a social security number from a prospective tenant. Also adds that a landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant does not agree to provide a social security number. Would amend the requirement for the Executive to develop a central phone number within DCHS and instead makes it an item for the Executive to report on in the Tenant Protections Access Plan.

			 Would require the Executive to develop a standard notice in 10 languages for landlords utilizing a just cause in eviction, termination of tenancy or failure to renew a fixed-term lease. Would clarify that, if the Executive is already conducting the work required in subsection 19.B.1.a. through 19.B.1.d., the Executive shall describe the work being done, the funding mechanism to accomplish the work, and how it addresses the goals of the Plan. Would amend the due date for the Tenant Protections Access Plan and the Landlord Outreach Plan to June 30, 2022. Would eliminate the effective date provision. Would add a severability clause. Technical changes to correct terminology, make code reviser edits, fix cross references, and align language and provisions more closely with state law
1	Pg. 3, Line 52	Lambert	Would remove cap on late fees
3	Pg. 7, Line 140	Lambert	Would allow a landlord to utilize the just cause dealing with reducing the number of occupants to comply with the legal limit without receiving a notice of violation from King County.
5B	Pg. 13, Line 294	McDermott	Would amend section 11 to state that acceptance of full payment of past due rent waives a landlord's right to declare forfeiture or seek eviction solely for any prior default of rent payment. Removes references to prior breaches of the rental agreement.
6	Pg. 15, Line 321	Lambert	Would reduce overall damages from double damages or three times monthly rent to damages or three times monthly rent, whichever is greater. Reduces damages for use of SSN from double damages or one month's rent to damages or one month's rent, whichever is greater.