

6300(a)

If you own or manage rental property inside the Seattle City Limits you need to be aware of the "Just Cause Eviction" Ordinance that applies to residential rentals inside the boundaries of the Seattle City limits. This ordinance does not apply to commercial rentals, and with the recent changes to the Mobile Home Landlord/Tenant Act where they no longer have the 12 month termination without cause, it will no longer apply to mobile home space rentals.

What does "Just Cause Eviction" mean? Obviously, there is usually a cause or reason behind any landlord or management terminating a tenancy. It is just that the state statute provides for a termination of a month-to-month tenancy by issuing a 20 day notice to terminate without stating any reason why the notice is being issued. In the case of a lease that has a terminating date, then that would be the last day of the tenancy also. However, inside the Seattle City limits terminating a tenancy either month-to-month or a lease has to be for a specific reason. The City Council went even further than that and actually laid down the basic reasons for terminating a tenancy. They are outlined on a special page in this booklet.

The two "causes" most frequently used are the one based on having issued four or more 3 Day Pay Rent or Vacate Notices to the tenant in a consecutive 12 month period; or the one for having issued three or more Ten Day Notices to Comply. The City Council obviously felt that either of these situations would indicate a "problem" tenant that the landlord would probably want to terminate. Because of this, you need to be very disciplined in issuing notices to tenants who violate their rental agreement or lease, whether it is non-payment of rent, or failing to comply with the rental agreement/lease or the rules and regulations. Frankly, any landlord or management should be systematic in issuing notices, but a lot of times they will let certain situations slide by without doing so. If the tenant pays or complies as requested by the notice, then you continue to keep the notice in the tenant's file incase you need to use it in the future as a basis for termination. Obviously, if they did not pay or comply you would proceed into an eviction immediately.

We have prepared a series of notices specifically for properties located WITHIN the Seattle City Limits. They are included on this disk.

If you do have to terminate a tenancy you would use the special 20 day notice. (a copy is included) and mark whichever situation applies. If it is a lease and you wish to terminate the lease on the date of its expiration, you would need to provide the tenant with either the notice or a letter stating the lease is not being renewed and the "reason why" - which would have to be one of the basic reasons stated on the 20 day to terminate.

The 12 months referred to is not a calendar year, but the preceeding twelve months from the date you intend to terminate the month-to-month, or the last day of the lease.

The "Just Cause" provisions included in this booklet are just a small portion of the Ordinance, which is about 63 pages long and covers a great deal more than

just terminating a tenancy. However, as this booklet is to provide you with basic forms we have not touched on any other areas of the Ordinance.

We have enclosed TWO BASIC forms if your tenancy is under one of the Section 8 or HUD programs, and you then have to comply with City, State and Federal rules and statutes. These have additional wording in regard to giving the tenant 10 days to come in and discuss the notice. These would always be LEASES and so to terminate them you would have to meet the OTHER GOOD CAUSE provided in the lease, PLUS meeting the Seattle City guidelines, and terminate at the end of a lease period with 30 days notice.

A portion of the Seattle Ordinance dealing with Residential Rental Property is SECTION C: JUST CAUSE EVICTION.

If your property is located WITHIN THE SEATTLE CITY LIMITS the following would apply to your terminating a tenancy either by a 20 day notice or at the expiration of a lease.

1.a: If the tenant fails to comply with a notice to Pay Rent or Vacate pursuant to RCW 59.12.030(3); a ten day to Comply or Vacate, pursuant to RCW 59.12.030(4); or a 3 day to Terminate for Waste, Nuisance, and/or maintenance of an unlawful business, pursuant to RCW 59.12.030(5); THEN YOU WOULD PROCEED DIRECTLY INTO AN EVICTION.

1.b: If the tenant habitually fails to pay rent when it is due, which causes the owner/manager to notify the tenant of the late rent by a 3 Day Pay Rent or Vacate Notice four (4) or more times in the twelve (12) month period from the date of the first notice, then you can issue a 20 day notice to terminate, or if it is a lease, advise the tenant that the lease will not be renewed or extended.

1.c: If the tenant fails to comply with a "material term of the rental agreement/lease" or fails to comply with a "material obligation under RCW 59.18" after service of a 10 Day Notice to Comply, PROCEED INTO AN EVICTION. [You can issue a 20 day, but why give even more time for them to cause a problem.]

1.d: If the tenant habitually fails to comply with the "material terms of the rental agreement/lease" which causes the owner/manager to serve three (3) or more 10 Day Notices to Comply in a twelve (12) month period from the date of the first notice, this is grounds to issue a 20 day Notice to Terminate, or if a lease to advise the tenant you will not renew or extend the lease on its expiration date.

1.e: If the owner seeks possession for the owner or for a member of the owner's immediate family, and NO SUBSTANTIALLY EQUIVALENT UNIT is vacant and available in the same building, then this is grounds to issue a 20 day or terminate a lease on its date of expiration. Immediate family shall include the spouse, parents, grandparents, children, brothers and sisters of the owner or the owner's spouse.

1.f: If the tenants' occupancy is CONDITIONED UPON THEIR EMPLOYMENT on the property and the employment relationship is terminated, then this is grounds for issuing a 20 day to terminate, or ending

any lease (it would be unwise to have a lease with an employee) on the expiration date.

1.g: If the owner seeks to do MAJOR RECONSTRUCTION OR REHABILITATION (you would need to have the necessary permits etc., ahead of time and there is a special procedure to be followed in major reconstruction or demolition, and could even entail a relocation fee for the tenant under certain circumstances) which cannot be done while the tenants are in occupancy, would be grounds to issue a 20 day to terminate, or not renew or extend a lease beyond the expiration date. Any tenants dispossessed pursuant to this provision SHALL BE GIVEN A RIGHT OF FIRST REFUSAL TO RE-RENT the rehabilitated unit.

1.h: If the owner elects to DEMOLISH THE BUILDING, or convert it to a condominium or a cooperative, or convert it to a non-residential use; provided that the owner must obtain all the necessary permits necessary BEFORE terminating the tenancy. Again this is grounds for either the 20 day or expiration of the lease. [Also, check the L/T Residential Act in regard to time frames in notifying tenants in regard to change of use].

1.i: If the owner seeks to discontinue use of a housing unit unauthorized by Chapter 23 or 24 of the Seattle Municipal Code, after receipt of a Notice of Violation thereof, provided that relocation assistance, at the rate of two (2) MONTH'S RENT for each such unit, is paid to the tenant(s) of each unit such unit at least two (2) weeks prior to the date set for compliance in the Notice of Violation - this is grounds for a 20 day to terminate.

1.j: If a tenant is a resident of the owner's OWN HOUSING UNIT, the owner may evict the tenant at any time in the manner provided by law. (Meaning - use a 20 day to terminate or the expiration date of a lease).

1.k: If a tenant engages in criminal activity in the building or on the premises. (You would most likely use a 3 Day to Terminate, or the 20 day).

We have quoted the wording from the ordinance in these paragraphs, plus adding some wording from our attorneys to give you a little further clarification on the various reasons available.

Also, keep in mind that LEASE SITUATIONS cannot be terminated by a 20 Day Notice to Terminate, they normally terminate on the last day of the lease, unless you have a provision that states it automatically becomes a MONTH-TO-MONTH tenancy at the end of the lease, in which case use the 20 day to coincide with the last day of the actual lease period.

When renting residential property inside the Seattle City Limits be sure to keep excellent records. Issue notices (not little memos or notes) whenever a

tenant fails to pay their rent or fails to comply with the rental agreement etc.
Even if they comply with the notice, you are building a file that you may use
later if they continue to cause problems and you have to issue the 4 or more 3
Day Pay Rent or Vacate, or 3 or more of the 10 Day to Comply notices.