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SUPREME COURT
FOR THE STATE OF WASHINGTON

STEPHEN FACISZEWSKI and VIRGINIA KLAMON,

Respondents,

v.

MICHAEL R. BROWN and JILL A. WAHLEITHNER,

Petitioners.

RESPONDENT'S CONSOLIDATED ANSWER TO BRIEFS OF AMICI

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II. ARGUMENT

A. The Court of Appeals correctly ruled that trials are possible when the evidence creates a material dispute over the landlord's compliance with the Ordinance

Contrary to the arguments of amici, the Court of Appeals did not hold that a landlord's certification of intent is dispositive on the issue of intent. Rather, that court held that "although the Tenants may doubt this sincerity, to defend the unlawful detainer action, the Tenants must prove that the Landlords did not comply with Seattle's ordinance. They have not raised any substantial material question of fact about compliance." *Faciszewski v. Brown*, 192 Wn. App. 441, 452, 367 P.3d 1085 (2016). In other words, to create a material issue of fact, the tenant must present evidence that the landlord did not comply with the obligations of the Just Cause Eviction Ordinance¹ (the Ordinance), the Residential Landlord Tenant Act² (RLTA), or the Unlawful Detainer Act.³

To rule that that any certification is sufficient to resolve the issue of intent, the Court of Appeals would not need to address the *content* of Brown and Wahleithner's declarations at all. The court below analyzed the content of Brown and Wahleithner's declarations and ruled that "the

¹ SMC 22.206.160(C).

² Chapter 59.18 RCW.

³ Chapter 59.12 RCW.

Tenants have only demonstrated that they do not believe the Landlords' stated reason for terminating the tenancy, not that the Landlords did not carry out the stated reason." 192 Wn. App. at 451-52. This analysis, and any discussion of the content of the declarations at all, would be unnecessary if *any certification* by Faciszewski would have been sufficient to prove intent.

Instead, the rule announced by the Court of Appeals is that, once the landlord complies with the Ordinance, *see* SMC 22.206.160(C)(4), the tenant must produce evidence that the landlord's stated reason for termination is false, i.e. cannot be carried out. This is a workable standard that follows the Ordinance and the RLTA. Amici misstate the rule announced by the Court of Appeals and then object to it. They also do not offer a competing rule for this court to adopt.

B. The Court of Appeals correctly balanced the policy goals of speedy evictions and protection from unjust eviction consistent with the intent set out in the Ordinance

The Court of Appeals correctly stated that trials, or even verdicts for the tenant at a show cause hearing, are possible notwithstanding the landlord's certification of intent. It follows the rule applied in *Housing Authority v. Silva*: a tenant must present evidence that the applicable just cause does not exist to prevail on that defense. *Faciszewski*, 192 Wn.

App. at 452, *citing Hous. Auth. v. Silva*, 94 Wn. App. 731, 736, 972 P.2d 952 (1999).

This rule is consistent with the balance of interests the City of Seattle created when it amended the Ordinance in 1995. The staff report to the Housing, Community Development, and Urban Environment Committee recognized that, for a tenant to prove a landlord did not have the stated intent would “require that a tenant monitor the owner’s actions *after the tenant has moved away*.” Bob Morgan, Just Cause Eviction Ordinance Recommendations, at 8 (Sept. 7, 1995) (emphasis added).⁴ Through experience, Seattle had learned that, in nearly all cases, there is not sufficient evidence to prove intent, or lack thereof, for an owner to occupy the property until the tenant moves out. To correct for this, the City created a pre-eviction certification process and a post-eviction lawsuit for damages. SMC 22.206.160(C)(4), (7). These independent, yet complementary, protections maintain a carefully crafted legislative balance between the competing interests of the parties.

Though the City of Seattle’s amicus brief proposes that this court look at each of the tenant protections related to this just cause as unrelated remedies, this is not how the Seattle City Council viewed these remedies. This approach also violates the rules of statutory interpretation.

⁴ A copy of this report is included as an appendix to this brief.

When interpreting an ordinance, the court reads “the entire statute, rather than the single phrase at issue.” *Vashon Island Comm. for Self-Gov’t v. Boundary Review Bd.*, 127 Wn.2d 759, 771, 903 P.2d 953 (1995). Likewise, when the Council enacted the Ordinance, it viewed the three tenant remedies holistically, and adopted a set of protections that complemented each other. *See Morgan*, at 8-9.

The Council adopted the 1995 revisions to the Ordinance to make compliance easier.⁵ The Council recognized the lack of conclusive evidence while the tenant was in possession and created the certification and private cause of action to balance against that lack of evidence. *Id.* at 8-11. The Council rejected a recommendation by the Tenant’s Union to require a landlord’s certification whenever he or she invoked this just cause because it would create an unnecessary burden on landlords. *Id.* at 11. Likewise, holding the landlord to a greater level of proof would be burdensome in a situation where evidence will be minimal until the tenant vacates. *Id.* at 8-11. The Council’s decision requires some evidence from the landlord pre- eviction, but explicitly rejects the option of undergoing a detailed investigation, such as a trial, while the tenant remains in

⁵ The recitals to Ordinance 117942 states that “both tenants and landlords, have expressed misunderstandings about the standards of proof and procedural requirements for evictions under state and the City Council intends to clarify the same.” An Ordinance Related to Just Cause Eviction, Ordinance No. 117942, at 1 (1995), available at Brief of Amicus Curiae City of Seattle, Appendix A.

possession. This balance of policy goals applies to litigation just as strongly as it applies to the City's administrative investigation.⁶ The tenant's various remedies are independent, but the Council did not view them in isolation, and neither should this court.

Most cases where a landlord seeks to occupy the property for personal or family use can be, and should be, resolved at the show cause hearing. Tenants receive considerable protections at the show cause hearing that they do not receive at trial. Show cause hearings are designed to be speedy and efficient because tenants are rarely in a position to hire a private attorney. *Leda v. Whisnand*, 150 Wn. App. 69, 80, 207 P.3d 468 (2009); *see also Duvall Highlands v. Elwell*, 104 Wn. App. 763, 768, 19 P.3d 1051 (2001) (purpose of unlawful detainer is to provide speedy, efficient resolution of the issue of possession). Additionally, tenants are placed on an equal playing field at a show cause hearing because the court, not the parties or their attorneys, directs the proceeding. *Leda*, 150 Wn. App. at 81-82.

⁶ The Committee Report rejected a concern by two landlord's trade organizations that the potential combined penalties of a tenant's \$2,000.00 damages lawsuit and a city fine, which was then only \$2,500.00, would have a chilling effect on landlord who would otherwise seek to use a rental property for personal use. Morgan at 9-10. The Committee felt the risk of a \$4,500.00 charge was a reasonable balance. The much greater cost of a trial would upset that balance. For example, this case has cost a landlord who did carry out the stated just cause over \$30,000.00 in legal fees. *See* CP at 332; Commissioner's Ruling Awarding Attorney's Fees and Costs.

At a show cause hearing, the court takes testimony and considers the admissible evidence. *Leda*, 150 Wn. App. at 82. The court is empowered to decide close, disputed factual issues. Compare RCW 59.18.380 (standard of proof is “no substantial issue of material fact”) with CR 56(C) (standard of proof is “no genuine issue as to any material fact”). The likely dispute at most show cause hearings on this issue is whether the landlord (or his immediate family member) is capable of moving in. The landlord, or possibly the relevant family member, will testify as to his intent. The tenant may then offer contradictory evidence. If the tenant presents evidence that the landlord cannot carry out his intention, the court would enter a verdict for the tenant at the show cause hearing. On the other hand, if the tenant offers evidence that only shows suspicion or skepticism of the landlord’s motives, evidence similar to that offered here, the court would enter a verdict for the landlord at the show cause hearing. It is possible for the evidence to be inconclusive, but such instances would be rare.

The Ordinance recognizes that trials are the exception, not the rule, as well. The Ordinance speaks of a tenant’s “opportunity in a show cause hearing to contest the eviction,” not a tenant’s right to contest the eviction at trial. SMC 22.206.160(C). This court has never ruled that a tenant has an absolute right to a trial. *Leda*, 150 Wn. App. at 81. If the tenant can

establish a substantial material dispute of fact, i.e. evidence that the landlord cannot carry out his or her just cause, that tenant is entitled to an order dismissing the case or to a trial on the disputed fact. If the tenant can only produce evidence of a subjective belief that the landlord might not carry out the just cause, there is no factual dispute requiring trial and the plaintiff may obtain a judgment at the show cause hearing.

Issuing a writ of restitution *pendente lite*, as proposed by amici the Northwest Justice Project, also upsets this balance. If the tenant merely abandons its case, as amici speculates would happen, some tenants would be wrongfully denied their day in court and the landlord would be burdened with the unnecessarily expense of trial. In such circumstances, neither legislative policy goal would be achieved.

Other tenants would continue to dispute the case, as here, even after they are evicted. Those tenants would be faced with the expense of a trial *and* the cost of moving. For that trouble, the court would not necessarily be in any better position to decide the issue than at the show cause hearing. Most unlawful detainer trials take place approximately 30 days after the show cause hearing, *see* RCW 59.18.380, but it takes several weeks from the time the writ of restitution is issued before the tenant is evicted and the Ordinance allows the landlord up to 30 days after the tenant vacates to move in. *See* SMC 22.206.160(C)(1)(e). In other words,

at the time of trial, the landlord may still be in the process of making plans and moving in. This would mean the parties would face the added expense of trial preparation, but they would not have any more evidence than what was presented at the show cause hearing.

Amici agree that it is the tenant's burden to show a lack of just cause, not the landlord's burden to prove just cause. Where a particular fact or set of facts is made a defense, rather than a component of the plaintiff's case in chief, the defendant bears the burden of pleading and proof. *Haslund v. Seattle*, 86 Wn.2d 607, 621, 547 P.2d 1221 (1976). In its petition for review, the Northwest Justice Project argued that Brown and Wahleithner should be allowed to present lack of just cause as an affirmative defense. Northwest Justice Project's Amicus Curiae Memorandum in Support of Pending Petition for Review, at 4-8. Similarly, in its brief, Seattle argues that the tenant's ability to raise lack of just cause is a defense to the landlord's cause of action.⁷

The party who bears the burden of proof is significant. If, as in this case, the tenant's evidence does not create a material issue of the landlord's lack of just cause, the landlord does not need to offer any

⁷ The Housing, Community Development, and Urban Environment Committee report also states that the City does not want to burden landlords with proving intent when the case is not disputed. *Morgan*, at 11. This rationale could only function if lack of just cause is an affirmative defense the tenant must raise, rather than a component of every landlord's case in chief.

evidence in rebuttal at all. *See id.* That is, in essence, what happened here. Viewed in the light most favorable to it, Brown and Wahleithner's evidence may have raised some level of *suspicion*, but it came nowhere close to impeaching or disputing Faciszewski's direct testimony in his sworn certification that he would carry out his intent.

The Court of Appeals followed the balancing set out in the Ordinance that maintains a speedy, efficient eviction process to determine the right to possession while still allowing the tenants to dispute the landlord's certification and just cause when the circumstances, and the evidence, warrant.

C. Requiring a pre-eviction trial under these circumstances would have denied Faciszewski and Klamon the ability to prove the sincerity of their intent through action

Had this case proceeded to a jury trial while Brown and Wahleithner remained in possession of the Premises, there would not be any definitive evidence at that trial. Instead, both sides would testify as to their belief about what would happen after trial. Both sides may also offer circumstantial evidence in support of their beliefs. A jury would then have to decide what would happen after trial *while Faciszewski and Klamon are incapable of carrying out their plans*. During that trial, Faciszewski's mother would remain in limbo, unable to make any plans to

move because she would not know when, or even if, she would ever be able to move.

It is reasonable to conceive of a jury finding in Brown and Wahleithner's favor purely based on the uncertainty surrounding the whole episode. It would be difficult, after all, for Faciszewski and Klamon to provide much evidence of their plans beyond naked testimony because they cannot fulfill their intent for Faciszewski's mother to move into the Premises until Brown and Wahleithner vacate.⁸ In this instance, it would be impossible for Faciszewski and Klamon to actually carry out their intent. This uncertainty could lead a jury to conclude that Faciszewski and Klamon did not intend to carry out their stated intent for the property and return a verdict for Brown and Wahleithner. Faciszewski and Klamon would be denied this ability by the courts *and* they would be punished for not doing what they were not permitted to do.⁹

⁸ The parties, through counsel, were in communication between the date Faciszewski served the notice of termination of tenancy and the date Brown and Wahleithner were supposed to vacate. *See* CP at 191. Faciszewski and his mother were not required to show up, suitcases in hand, on August 1, 2014, to prove they intended to move in. *See, e.g. Oneal v. Colton Consol. Sch. Dist.*, 16 Wn. App. 488, 490-91, 557 P.2d 11 (1976) (a party is not required to take an action it knows would be impossible or futile). Faciszewski and Klamon knew Brown and Wahleithner would not vacate by July 31 as required in the notice and adjusted their plans accordingly.

⁹ This would lead to a situation where the tenant has more right to use the Premises than the landlord. *See Kennedy v. Seattle*, 94 Wn.2d 376, 385-87, 617 P.2d 713 (1980) (holding an eviction restriction unconstitutional when it makes eviction for personal use nearly impossible). If the tenant can continue to use the property merely by saying he or she does not believe the landlord, but the landlord cannot use the Premises merely by saying he or she wants to do so.

The jury's role in a trial of ascertaining how Faciszewski and Klamon would act in the future, or determining their intent for the future, would be most similar to a trial on anticipatory breach of contract.¹⁰ Anticipatory breach is a legal theory that allows a party to ignore the regular requirement that they wait for the breach to occur before bringing suit. *E.g. Walker v. Herke*, 20 Wn.2d 239, 253, 147 P.2d 255 (1944). Anticipatory breach cannot be inferred from doubt or circumstances that imply one party may not perform. The doctrine may only be invoked when the putative wrongdoer makes an unequivocal expression of intent to breach. *Wallace Real Estate Inv., Inc. v. Groves*, 124 Wn.2d 881, 898, 881 P.2d 1010 (1994). There is no unequivocal evidence of intent to breach here, and none would be available on remand.¹¹

Should this court remand the case for a trial, Brown and Wahleithner would not have sufficient evidence to change the result. Neither amici nor Brown and Wahleithner point to a particular piece of evidence in this case that warrants a trial. Brown and Wahleithner's declarations contain no direct evidence that Faciszewski and Klamon

¹⁰ Leases are both contracts and conveyances. *Preugschat v. Hedges*, 41 Wn.2d 660, 663, 251 P.2d 166 (1952). By analogy, Brown and Wahleithner's cause of action is an anticipatory breach: Faciszewski and Klamon have not yet violated the contract, but if they do not move in after Brown and Wahleithner vacate, they will be in breach.

¹¹ Brown and Wahleithner were evicted from the property on or about September 16, 2014. CP at 327. Though it was not in the trial court record, Faciszewski and his mother subsequently moved into the Premises. Recording of Oral Argument at the Court of Appeals, Div. I, at 11:44 (Nov. 6, 2015). After an extensive investigation, the City of Seattle found no violation of the Ordinance. *Id.*

cannot or would not carry out the stated reason for termination. Their declarations are merely a collection of subjective statements of opinion and an airing of unrelated grievances. Brown and Wahleithner make clear that they dislike their former landlord, but do not raise any meaningful factual dispute.

Nearly all tenants facing eviction believe they are being mistreated in some way. If the evidence they offered in this case was sufficient to set a case for trial, every contested unlawful detainer would require a trial.

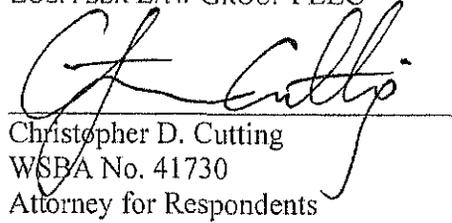
III. CONCLUSION

When it enacted and amended the Just Cause Eviction Ordinance, the Seattle City Council carefully balanced the landlord's right to use his or her property for personal use against the tenant's right to be free from wrongful displacement. The Ordinance follows the balance that the Washington Legislature set out for show cause hearings. The Council, the trial court, and the Court of Appeals recognized that it is literally impossible for the landlord to prove a genuine intent to move in until the tenant has moved out.

To maintain a just balance without upsetting the speedy, efficient nature of unlawful detainer, the Council provided the tenant alternative remedies. This court should not second-guess the City of Seattle's carefully considered policy decision.

Respectfully submitted this 26th day of October, 2016.

LOEFFLER LAW GROUP PLLC

A handwritten signature in black ink, appearing to read "C. Cutting", is written over a horizontal line. The signature is fluid and cursive.

Christopher D. Cutting

WSBA No. 41730

Attorney for Respondents

Certificate of Service

I hereby certify that on October 26, 2016, I caused to be served the foregoing on the following parties by delivering to the following address:

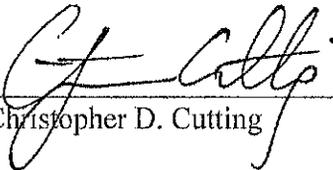
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DATED 26th day of October, 2016, at Seattle, Washington



Christopher D. Cutting

**Appendix: Bob Morgan, Just Cause Eviction Ordinance
Recommendations (Sept. 7, 1995)**



Seattle City Council

Memorandum

Date: September 7, 1995
To: HCDUE Committee Members
From: 
Bob Morgan, Central Staff
Subject: Just Cause Eviction Ordinance Recommendations

Attached are my staff recommendations concerning the proposed amendments to the Just Cause Eviction Ordinance. I have addressed only those issues where I recommend amendment to the executive proposal. I recommend adoption of the executive's proposed ordinance, CB 110789, with the changes described in the staff recommendations below.

These recommendations follow significant public input on the proposed ordinance. After the executive's recommendation was forwarded to the Council a public hearing was held on July 6. Based on the testimony from that hearing and other recommendations received by the Council, staff summarized all specific amendments and briefed the HDCUE on the summary of the public input. Staff, including staff from Councilmember Harris's office held approximately 6 hours of meetings with representatives of the Tenants Union, Catholic Community Services, the Apartment Association of Seattle & King County, the Seattle/King County Association of Realtors, DCLU and the City's Law Department to discuss proposed the amendments to the executive's recommendations.

ANALYSIS OF ISSUES AND STAFF RECOMMENDATIONS CONCERNING
PROPOSED AMENDMENTS TO THE JUST CAUSE EVICTION ORDINANCE

I recommend adoption of the executive's proposed ordinance, CB 110789, with the changes described in the staff recommendations below.

I. Criminal Activity

Staff Recommendation:

- A. State in the code what is already the case under State law, that eviction for "nuisance" includes drug activity nuisance pursuant to RCW chapter 7.43. (Tenants currently may be evicted for nuisance after issuance of a 3 day notice. The standard of proof, according to the City Law Department, is currently "a preponderance of the evidence," not conviction.)
- B. Provide separately that the same drug related activity which may constitute a nuisance is a just cause for eviction. This would clearly communicate to those who employ the just cause eviction provisions what is already the case, that a 20 day notice of eviction could be employed to evict for drug related activity without conviction. Clearly indicate that this provision does not preclude eviction for drug related activities as a nuisance pursuant to 3 day or 10 day notice or any other provision of state law.
- C. In addition to provisions related to drug related activity, permit eviction when the owner can prove by a preponderance of the evidence that the tenant during his or her tenancy has committed a crime on the premises, in a building, or on property or public right of way abutting the premises, that substantially affects the health or safety of other tenants or the owner. Provide also, that DCLU would not be responsible for making a determination that a preponderance of the evidence has been shown; this would be left for the court to decide.

Discussion:

Staff Reasons. Staff reasons for recommending the changes described above are as follows:

1. The standard of proof required to establish a just cause for eviction should not be the same as that for conviction of a crime. When charged with a crime one is subject to penalties, including being deprived of one's liberty, and therefore very high standards of proof and procedures are warranted.

Eviction does not constitute conviction of a crime, even if the cause is criminal behavior. It is, instead, the termination of a contractual relationship between the landlord and the tenant, albeit one that may involve significant cost and difficulty to either party. Under the State Landlord Tenant Act the tenant's right to continue the relationship can be terminated without reason if 20 days notice is given to the tenant. The City of Seattle has recognized a further right of the tenant to continue the relationship unless just cause is shown for eviction - something required by no other jurisdiction in the State. Currently the procedure and standard of proof for most causes for eviction is a civil one. In general, cause must be proven by a preponderance of the evidence.

2. I cannot find a compelling reason for having a different standard for proving non-drug-related criminal activity than for proving drug related activity, or other lesser causes for eviction. The potential consequences for the tenant are the same in all cases.

It is paradoxical that a tenant can be evicted for relatively minor non-criminal violations of a rental agreement (such as having a pet where prohibited) based on a civil standard of proof, but the owner must await *conviction* if the tenant burglarizes, assaults, or robs other tenants. Similarly, it is ironic to have a tougher standard, whether it be conviction or arrest, to evict for some serious non-drug-related crime such as arson, than for some lesser drug-related crime such as smoking marijuana.

State law permits eviction apparently with a 3 day or shorter notice when there has been an arrest for activity that creates an imminent hazard to the physical safety of other persons on the premises. (RCW 59.18.180) The requirement that there be an arrest seems warranted in such cases where normal notice provisions do not appear to apply and the tenant has a short period of time to challenge the eviction. Requiring arrest does not seem warranted for the Seattle just cause provision in question where the tenant has 20 days to respond. (The state law allows eviction after a 20 day notice without cause.)

3. Permitting eviction only where there has been a conviction does not provide for those criminal cases that result in adverse dispositions other than conviction, such as where there is plea bargaining, or deferred prosecution.
4. By having one standard of proof for just cause evictions, the ordinance will be more understandable to the public and easier to administer.
5. Explaining in the code that nuisance includes drug-related nuisance, and providing a separate just cause for drug related activity (with a 20 day notice) will reduce uncertainty about the requirements and standards that apply, and make the just cause eviction ordinance more self-explanatory on this point.
6. Limiting the crimes constituting cause for eviction to those substantially affecting the health or safety of tenants or the owner prevents eviction for crimes, such as tax evasion, which do not affect other tenants or the owner, and therefore, do not constitute a just cause for eviction.
7. Including crimes committed on abutting property or rights-of-way includes crimes which may have an adverse affect on the health or safety of tenants or the owner, but would not otherwise constitute cause for eviction.

Portions of Staff Recommendation Agreed Upon by Tenants Union and AASK. Portions of the staff recommendation are close to provisions agreed to both by representatives of the Tenants Union and the Apartment Association of Seattle & King County. Representatives of both organizations agreed to some of the language contained in the staff recommendation which would: a) limit eviction for non-drug-related crimes to those that substantially affect the health and safety of other tenants or the owner, and b) extend the cause to include crimes committed on adjacent property. Other recommendation of the interest groups which are not recommended by staff are discussed below under "other options."

Proof Standards for Drug Related Activity Not to Change. Under the staff recommendation the standard of proof for eviction due to drug related activity would not change from the current standard. In addition the ability to evict for drug related activity with a 20 day notice would not change. It would simply become more apparent to those who read the City's ordinance that this is so. It would also be more clear that the City does not intend that a more stringent standard of proof be applied for drug related activity for the benefit of the

public and any court that does indeed apply a tougher standard in nuisance cases.

Easier to Meet Standard of Proof of Non-Drug Related Crimes. The City, in its administration of the just cause ordinance would apply an easier to meet standard than today for limited non-drug related crimes. The owner would be required to specify in writing the crime alleged and the facts supporting the allegation, instead of stating that there has been a conviction for the crime. Courts presumably would require a preponderance of the evidence instead of conviction. There is some doubt as to whether the courts have been requiring conviction consistent with the City's current Director's Rule.

The Types of Crimes Constituting Just Cause Recommended to be More Limited; Location of the Crimes Constituting Just Cause to be Expanded. The types of crimes for which eviction would be permitted would be more limited under the staff recommendation than today. The current ordinance permits eviction for any criminal activity. In the staff recommendation the crimes would be limited to those that significantly affect health or safety of tenants or the owner. Crimes committed on abutting property would constitute cause for eviction. Today only crimes committed on the premises constitute just cause.

Administration. The staff recommendation, that the types of crimes be limited to those that substantially affect the health or safety of other tenants or the owner, would require DCLU to make an assessment and determination that it does not currently have to make regarding the effect of the crime alleged. This would add to the administrative duties of this ordinance, while administrative staffing is being reduced. A director's rule stipulating at least some of the crimes that DCLU would consider as substantially affecting health or safety could facilitate the administrative decision.

This increase in administrative duties may be offset by easier administration due to having more uniform standards of proof.

Other Options Not Recommended by Staff: Other options for addressing this issue are as follows:

1. Retain the status quo. (Require conviction for non-drug-related criminal activity.)
2. To reduce administrative costs, include all crimes.

Staff Comment: Limiting the crimes constituting cause for eviction to those substantially affecting the health or safety of tenants or the owner prevents eviction for crimes, such as tax evasion, which do not affect other tenants or the owner, and therefore, do not warrant eviction.

3. Do not extend just cause to crimes committed on adjacent property.

Staff Comment: Crimes committed on abutting property would constitute cause for eviction in the staff recommendation. Today only crimes committed on the premises constitute just cause. Drug dealing and other crimes committed on abutting streets or buildings may have significant effect on the health or safety of tenants or the owner (including drug related activities).

4. Adopt the AASK proposal that the owner simply have a good faith belief that clear cogent and convincing evidence exists that the tenant committed the crime.

Staff Comment: The AASK proposal to simply require a "good faith belief" would be too hard to prove or disprove.

5. Require that there be a charge or arrest before eviction for non-drug related crimes and/or drug-related activities.

Staff Comment: The Tenants Union recommended that an arrest be required to constitute just cause for any crime *including* for drug related activities (unless the nuisance provision is employed). The Tenants Union proposal - allowing eviction only where there has been an arrest - would apply a stricter standard to drug-related-activity evictions than does the current law, and would establish a different standard than for other just causes.

6. Explicitly provide that it would be a defense to an eviction for criminal activity if the owner was not acting in good faith, or the owner cannot prove by clear, cogent, and convincing evidence that the tenant committed the crime.

Staff Comment: In meetings with staff both the Tenants Union and AASK representatives were willing to accept stating that it would be a defense to eviction for criminal activity that the owner was not acting in good faith, or could not prove with "clear cogent and convincing"

evidence that the tenant committed the crime. For reasons outlined above, I do not recommend a higher standard of proof for criminal activity. I do not recommend making lack of good faith on the part of the owner a defense because of the vagueness of the concept of good faith.

7. Provide that receipt of a drug abatement letter from the City constitutes sufficient proof for eviction for drug related activity.

Staff Comment: According to Law Department staff, drug abatement letters are issued only after a search produces evidence of illegal drug related activities. Specifying that the letter is a separate cause, or sufficient evidence to establish drug related activity is unnecessary if it is made more clear that a higher standard of proof is not required for eviction for drug related activities, as I have recommended.

II. Private Right of Action.

Staff Recommendation:

A. Provide for a private right of action when eviction is sought for any of the following reasons and the owner is alleged to have not carried out the stated cause:

1. sale of a dwelling,
2. to discontinue an accessory unit,
3. for substantial rehabilitation, or
4. when an owner or a member of the owner's immediate family seeks to occupy the unit.

The tenant would be able to sue the owner for damages up to \$2,000 in a private action upon a finding that an owner's action asserting one of the four specified causes either did not occur or was in violation of the just cause eviction ordinance.

(Landlords are currently, or would be under the executive proposal, depending upon which cause is employed, subject to a fine by the City of up to \$2,500 for violation of the code sections in question. My recommendation would not eliminate the existing provision.)

B. Require that owners sign a certification declaring the intended reason for eviction in cases where a complaint alleging violation is made by the tenant for the causes in question. Provide that the absence of such certification shall be a defense in any action commenced to evict a tenant for those causes.

Discussion. Two new causes are proposed by the executive that permit eviction for actions that do not occur until after the tenant has vacated the premises (discontinuance of an ADU and sale of a dwelling). In addition, the existing provisions which permit eviction in order to undertake substantial rehabilitation, and when an owner or a member of the owner's family seeks to occupy a unit, also occur after the tenant has left the unit.

Unlike causes that occur before eviction, these causes require that a tenant monitor the owner's actions after the tenant has moved away, which may not be practical for many tenants. Unless the tenant complains, there is no enforcement; DCLU's enforcement is on a complaint basis, and may be

diminishing due to budget shortfalls. For these reasons the causes in question would seem to present a means for circumventing the just cause ordinance by falsely claiming intent to take future actions for which there may be no enforcement.

In addition, the existing requirement in the Tenant Relocation Assistance Ordinance (TRAO) that relocation assistance be provided when a tenant is evicted in order to perform substantial rehabilitation of the premises provides a financial incentive to feign sale of a dwelling, discontinuance of an accessory dwelling unit, or occupancy by a relative to avoid relocation payments. Offsetting this incentive in the case of an owner who needs to proceed quickly is the additional time that would be required for such an eviction, prior to applying for permits.

Tenants currently do not have the right to sue owners for violation of the just cause eviction ordinance. Once tenants have been evicted, they do not stand to gain anything tangible from monitoring and complaining of a violation, even if the City finds the owner in violation and fines the owner.

Providing for a private right of action creates both greater incentive for the tenant to monitor execution of the cause for eviction and greater risk for owners who attempt to use the causes in question to violate the just cause ordinance. There is a precedence for providing a private right of action in the City's Tenant Relocation Assistance Ordinance and the Rental Agreement Regulation Ordinance.

Requiring owners to certify the cause when a tenant complains is intended to provide additional incentive carry out the stated cause.

Burden on Owners. Representatives of the AASK (The Apartment Association of Seattle & King County) and SKCAR (Seattle King County Association of Realtors) have suggested that the potential for litigation created by the private right of action, the proposed damages and the existing fines to which owners are subject constitute too great a risk for owners. They believe this will have a chilling effect upon legitimate application of the causes in question. Owners may be concerned that due to circumstances outside their control they may not be able to carry out the action used as a cause for eviction, and nevertheless lose a civil suit and be fined by the City if they are unsuccessful in proving their case.

I recognize the potential chilling effect upon owners, yet recommend the private

right of action nevertheless. Owners who fully intend to carry out the ordinance would have much less to fear than those who intend to violate the ordinance. Presumably, if circumstances beyond the owners' control prevent the cause for eviction after the fact, the owner's could rebut the presumption of violation. If tenants are found to be bringing suit as retribution or frivolously, they may be liable damages to the owner. To the extent that there is a risk for innocent owners it is appropriate that the part of the risk fall upon those who would benefit from the addition of the new, difficult to enforce, causes.

Staff Costs. The private right of action may increase DCLU's administrative costs to some unknown extent because tenants and owners may call DCLU staff as witnesses. At a time of decreasing DCLU enforcement capability a private right of action is particularly important, even if there is ironically a resultant increase in demand on DCLU enforcement staff.

Requiring certification upon complaint should produce minimal administrative cost for DCLU, as certification is already requested and is usually complied with, when the owner seeks evict in order to occupy a unit and the eviction is disputed. Currently DCLU may not compel certification of the cause. Requiring certification upon complaint should both provide a disincentive to violation of the code, and provide at least one objective measure of compliance. This proposal would add three new causes for which certification is required.

The extent of added work for DCLU is dependent upon how many such violations are asserted and how many lead to litigation. The actual burden on DCLU is unknown. If experience shows that the private right of action significantly increases DCLU administrative costs, shifting of staff, increased funding, or a change in the law could be considered at that time.

Other Options Not Recommended by Staff.

1. Do not provide for a private right of action.
2. Eliminate the City's administrative responsibility for those causes for which a private right of action is created.

Staff Comment: One means of decreasing new costs for DCLU would be to eliminate DCLU's responsibility for enforcement of the four causes for which a private right of action is granted.

I do not recommend limiting DCLU's responsibility in this way.

Eliminating DCLU's enforcement responsibility would diminish the deterrent effect provided by the private right of action, by making it even less likely that a violation would be discovered by DCLU. Also, there may be tenants who do not choose to pursue litigation, but who nevertheless might lodge a complaint with DCLU and seek enforcement of the ordinance. Any pattern of repeated offenses would be unlikely to be discovered without DCLU enforcement.

3. Provide a rebuttable presumption of lack of good faith if owners are found in violation.

Staff Comment: The Tenants Union proposed that a rebuttable presumption be established that the owners action was not in good faith if the sections in question are violated, and further that the owner be liable to the tenant, if lack of good faith is found.

Neither party should be assumed to be acting in bad faith. I recommend instead that the owners liability occur if the owner is found to be in violation of the ordinance.

4. Require certification by owners in all evictions cases involving the causes in question, whether or not the eviction notice is contested.

Staff Comment: The Tenant's Union initially proposed a more extensive requirement for certification by the landlord of the cause relied upon for eviction. The proposal would have required certification regardless of whether or not an eviction is contested. Such a requirement would create an administrative cost for DCLU to retain such certifications for all evictions, regardless of whether or not they are contested, without much discernable benefit.

5. Include among the causes for which private right of action would be permitted reduction in the number of tenants per unit to the new legal limit.

Staff Comment: The Tenants Union proposed that new provisions that allow eviction when reducing the number of tenants to the legal limit be included among those for which private right of action would be created. I do not recommend inclusion of this cause because it is one that occurs prior to eviction of the tenant. If after the tenant is evicted the owner in turn rents to more than the permitted number of tenants, that would

constitute a new violation of the land use code having no bearing upon the validity of the former tenants eviction under the just cause eviction ordinance.

III. Sale of a Dwelling.

Staff Recommendation:

- A. Permit eviction when an owner intends to sell a dwelling as proposed by the executive.
- B. Permit private right of action and require certification of the cause when the eviction is challenged by a tenant, to protect against violation. See Issue #II. above;
- C. Provide that there is a rebuttable presumption of violation of the just cause ordinance if the owner fails to list or advertise the dwelling for sale as required, or if within 90 days of the date that the former tenant vacated or the date of listing the property for sale, whichever comes later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner no longer intends to sell the unit;
- D. Indicate in this code section what constitutes a dwelling.
- E. In a letter to DCLU, indicate HCDUE Committee intent to provide in the Tenant Relocation Assistance Ordinance, when amendments to that ordinance are considered by the Council, that it would be a violation of the TRAO to evict a tenant for cause under false pretense for the purpose of avoiding or diminishing the application of the TRAO.

Discussion: The executive recommendation would add the sale of a dwelling as a new cause for eviction. (A dwelling is defined in the HBMC as "building containing two or fewer dwelling units.") The purpose is to make it possible for owners to prepare the property for sale, and to facilitate showing of the property.

The executive recommendation would require that owners make reasonable attempts to sell the dwelling within 30 days after the tenants have vacated, including listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation.

This provision allows as a cause for eviction something that occurs after the tenant has moved away making it difficult for some tenants to monitor landlord

execution of the stated cause for eviction. With limited DCLU resources and a complaint based enforcement system, it may be possible to use this cause to circumvent the Just Cause or Tenant Relocation Assistance ordinances with impunity.

Current enforcement provisions would permit the levying of fines by the City if an owner is determined to have violated the ordinance.

Staff Reasons: The need to prepare a dwelling for sale and to show the dwelling create a legitimate need for owners to have their dwellings vacant. However, the proposed cause for eviction creates the potential to circumvent other requirements of the just cause eviction ordinance and potentially the Tenant Relocation Assistance Ordinance.

A private right of action, as recommended in Issue #II, above would help to discourage abuse of the provision. However, simply placing property on the market may be in some circumstances a relatively inexpensive requirement which would not effectively ensure intent to sell. My recommendation to prohibit re-rental or removal of the property from the market within 90 days (unless the presumption of violation is effectively rebutted) provides some additional objective means by which the intent to sell can be measured other than the owner's advertising the sale.

The rebuttable presumption of violation does not prevent an owner from removing the property from the market or re-renting the property prior to 90 days if some mitigating or extenuating circumstance interferes with their honest intent to sell the property. It merely requires that, upon challenge, the burden of proof would be upon the owner to rebut the presumption of violation. A Tenants Union proposal that the rebuttable presumption be of a "breach of good faith," rather than of violation of the ordinance was rejected because of the vagueness of the concept.

The risk of being unable to rebut the presumption of violation may have a chilling effect upon some owners. However, I recommend accepting the possibility that such circumstances may arise as a tradeoff for being able to allow evictions for the sale of a property, a cause which otherwise would be difficult to enforce.

Eviction for cause prior applying for permits which trigger the Tenant Relocation Assistance Ordinance is not specifically referenced by the TRAO, and violation of the just cause eviction ordinance is not explicitly a violation of

the TRAO. These facts, coupled with the difficulty of enforcing the sale-of-a-dwelling cause and the existence of a financial incentive to avoid paying tenant relocation assistance, would create a situation where some may attempt to avoid the TRAO. I recommend amending the TRAO, to provide that attempting to avoid relocation assistance through falsely evicting to sell a dwelling is a violation of the TRAO, so that the penalties and the private right of action in the TRAO ordinance would be available. These amendments to the TRAO can be taken up when other anticipated amendments to the TRAO come before the Council.

Other Options Not Recommended by Staff:

1. Require 90 days notice when evicting for sale of a dwelling.

Staff Comment: The executive recommendation provides for a 60 day notice the end of which must coincide with the end of a rental period when evicting for sale of a dwelling. The notice period for most evictions is 20 days.

I do not support the recommendation of the Tenants Union that tenants be given a 90 day notice prior to eviction for sale of a dwelling. It is difficult to establish an objective standard for how long the notice should be. Ninety days seems to staff to be longer than a typical owner of a rental single family dwelling or duplex owner could afford to wait before readying a property for sale, but there is no objective data readily available for making this decision.

Ninety days notice is required under the Tenant Relocation Assistance Ordinance. The purposes for which relocation assistance is required under the TRAO predominantly involve major construction activities for which 90 days lead time should not create a special burden.

2. Reduce the 60 day notice period recommended.

I do not support the recommendation of Joseph Pucket, AASK and SKCAR that the notice be reduce to less than 60 days. Sale of a dwelling involves a certain amount of lead time. Therefore, 60 days notice should generally cause no hardship in this situation.

2. Require that the owner make reasonable attempt to sell at least 30 days before the date the notice calls for the tenant to vacate.

Staff Comment: The Tenants Union proposal that the owner be required to

place the property on the market 30 days prior to eviction of the tenant is inconsistent with the basic intent of the provision for eviction, which is to allow the owner to prepare the property for sale and to show the property without hinderance. In addition this provision is unnecessary given the other provisions that I recommend which are designed to prevent circumvention of the ordinance.

3. Require that relocation assistance be paid if within 6 months of evicting a tenant for sale of a dwelling the conditions occur that trigger the payment of relocation assistance under the Tenant Relocation Assistance Ordinance.

Staff Comment: Representatives of the Tenants Union have recommended this option. I do not recommend such a provision, because of the potential that within six months of eviction for a valid cause the need to take actions which would trigger the TRAO subsequently may arise unexpectedly.

4. Do not Permit eviction for sale of a duplex.

Staff Comment: Executive staff have said that duplexes were included in order to be consistent with other code provisions which for many purposes treat all "dwellings", both single-family houses and duplexes, the same.

Councilmember Harris has recommended that this provision not apply to duplexes.

In general owners of duplexes face the same difficulties as owners of single-family dwellings in preparing and showing a property for sale. However, where one unit of a duplex is owner occupied, the owner may be better able to repair and show the other unit while it is occupied, because of the owner's proximity to the unit.

IV. Discontinuance of an Accessory Dwelling Unit

Staff Recommendation:

Provide that there is a rebuttable presumption of violation of the just cause ordinance if within 90 days of the date that the tenant vacates the unit after eviction for the purpose of discontinuing the use of an accessory dwelling unit, the owner rents the unit to someone other than the former tenant.

Discussion: The City has recently legalized accessory dwelling units (ADUs). The executive proposes provisions for the just cause ordinance which would permit eviction if the owner of an ADU has been cited for a violation of ADU development standards, or if the owner seeks to discontinue use of the accessory dwelling unit.

Because the executive does not propose a period of time for which the use must be discontinued there would be no real minimum amount of time for which the ADU use must be discontinued to establish just cause for eviction. Also, removal of the unit, or revocation of the ADU permit would not be required if the use is discontinued. Practically speaking, the proposed cause for eviction would permit eviction without cause, because the ADU use could be reestablished immediately or within a short period of time without violating the ordinance.

Prohibition of renting the unit within 90 days (unless the presumption of violation is effectively rebutted) provides some additional objective means by which the true intent to discontinue the use can be measured, and a financial disincentive to evicting tenants when discontinuance of the unit is not really intended.

The rebuttable presumption of violation does not prevent an owner from re-renting the property prior to 90 days if some mitigating or extenuating circumstance interferes with or changes the honest intent to discontinue the ADU. It merely requires that, upon challenge, the burden of proof would be upon the owner to rebut the presumption of violation. Examples of reasons to re-rent an accessory unit that might successfully rebut the presumption of violation include the owner unexpectedly losing employment, or being divorced.

The possibility of being unable to rebut the presumption of violation during City enforcement or private action may have a chilling effect upon some

owners who have legitimate reason to discontinue the ADU use. However, I recommend accepting the possibility that such circumstances may arise as a tradeoff for providing a cause for eviction that otherwise would be difficult to enforce.

Administrative Costs. This provision could potentially add to DCLU's administrative costs if complaints are made by former tenants, in assessing whether or not re-rental occurred within 90 days of the tenant vacating the property. However, this may be an easier task than determining whether discontinuance had occurred when no time frame defining discontinuance has been established in the code.

Other Options Not Recommended by Staff:

1. Require the owner to physically remove the ADU if discontinuance of the use is a cause for eviction.

Staff Comment: The Tenants Union recommended that the owner be required to obtain permits for removal of the ADU in order to take advantage of the discontinuance of an ADU use cause. I do not recommend this option because there is no City requirement that the ADU be removed if the use is discontinued. Also removal of the unit seems a significant and unnecessary cost to the owner, who may wish to maintain the ADU and its permit as an asset in case of sale of the property. Establishing a rebuttable presumption of violation upon re-rental within 90 days provides another means to discourage abuse of this cause for eviction.

2. Require revocation of the ADU permit if discontinuance of the use is used as a cause for eviction.

Staff Comment: This proposal would effectively prohibit using discontinuance of an ADU as a cause for eviction where discontinuance is not truly intended. This proposal would require an expense to the owner or future owner if the use were ever to be re-established and would require going through the process to obtain the permit. The current cost of a permit is \$409. Owners may want to retain the permit for the unit to retain the value of their house in case of sale. Establishing a rebuttable presumption of violation upon re-rental within 90 days provides another means to discourage abuse of this cause for eviction.

V. Requirements when seeking to evict in order to bring the number of unrelated occupants into compliance with new limits.

Staff Recommendation.

When evicting in order to bring the number of unrelated tenants into compliance with new limits:

- A. Require that a 30 day notice be given to tenants informing them that the occupancy limit has been exceeded and that they have the opportunity to avoid eviction if they reduce the number of tenants to the legal limit. If the violation occurred without the knowledge or consent of the owner, and did not precede the City's change in the maximum number of occupants permitted this 30 day notice would not be required.
- B. Require that upon expiration of the 30 day notice, if required, or without 30 day notice if not required, that landlord must issue a 10 day comply or vacate notice to the party responsible for each tenancy in the unit. If the tenants in a unit are able to reduce the number of occupants to the legal limit within the notice period, no eviction would be permitted.
- C. If there are multiple rental agreements for a single unit, permit the owner to determine which agreements to terminate (provided the tenants have not complied within the 10 day notice), regardless of the number of occupants under each agreement, but do not permit the termination of more agreements than necessary to come into compliance with the legal limit on the number of occupants.

Discussion. The maximum number of unrelated adults permitted to occupy a dwelling unit has recently been reduced from 10 to 8. Evictions may be necessary in order to comply with this requirement where the permitted number is exceeded.

The executive recommendation provides for such evictions. As proposed a landlord would be permitted to evict all of the tenants in a unit.

The Tenants Union proposed amendments intended to give tenants an opportunity to reduce the number of occupants voluntarily in order to avoid eviction of all tenant and to give greater, 30 day, notice. However, the Tenants Union proposal was complicated, having different provisions for four different circumstances, which would have been difficult for DCLU to administer. I

have recommended provisions designed to accomplish the same intent, with somewhat simpler provisions.

There is a current provision of state law that requires a 30 day notice when a landlord wishes to change the terms of a rental agreement. The 30 day notice recommended here is similar to that requirement. There is also currently a 10 day comply or vacate notice requirement when a tenant is in violation of the rules of tenancy. The proposed 10 day notice to comply or vacate when an owner seeks to evict to reduce the number of occupants is similar to the existing comply or vacate notice. The 30 day notice and 10 day comply or vacate provisions were generally agreed upon by the various parties with which staff met on this issue.

Other Options

1. Do not permit eviction to reduce the number of tenants unless the tenants have resided in the unit for longer than 3 months.

Staff Comment: This proposal was made by Al Forget. The length of time the tenant has resided in a unit wouldn't change the fact that the number of tenants is out of compliance with City maximums and eviction may be needed to come into compliance.

VI. Eviction when owner or member of owners immediate family seeks to occupy a unit.

Staff Recommendation:

Provide if a tenant is evicted so that the owner or a member of the owner's immediate family may occupy the dwelling, that there shall be a rebuttable presumption of violation of the just cause ordinance if the owner or a member of the owner's immediate family has failed to occupy the dwelling unit for a continuous period of at least 60 days within the first 90 days after the date the former tenant vacated

Discussion: See the discussions of item number III, IV, and V above which apply to this proposal as well.

VII. Amount of Relocation Assistance When Evicting Due to Non-Compliance with Limits on the Number of Occupants.

Staff Recommendation. Require relocation assistance equal to the amount required and according to the same two tier system as with illegal units, emergency orders.

Discussion: The executive has recommended that owners be required to pay relocation assistance to tenants that are evicted in order to reduce the number to the legal limit, if a violation occurred with the knowledge or consent of the owner. The amount of relocation assistance would be limited to two times the monthly rent of the household whose tenancy is terminated under the executive recommendation. This amount is less than the amount required for low income households when employing the just cause eviction provisions concerning illegal units, or emergency orders. The amount of relocation assistance required when employing those causes is according to a two-tier system as follows:

- ◆ \$2,000 for a tenant household with an income at or below 50% of the King County median income, or
- ◆ Two months rent for a tenant household with an income above 50% of the King County median income.

The executive's reason for not recommending the same two-tier amount of relocation assistance is their assessment that tenants of shared housing typically would have lower relocation costs, assuming they would relocate to shared housing which has much lower rent than other types of rentals.

The Tenants Union has recommended requiring the same amount of relocation assistance as is required when employing the just cause eviction provisions concerning illegal units, or emergency orders.

Staff Reasons: I support the Tenants Union proposal for two reasons:

1. It is premature to establish an amount of relocation assistance different than the amount required for other just cause evictions, based upon assumptions about the costs incurred or the type of housing likely to be sought by tenants evicted from shared housing. Amendments to the Tenant's Relocation Assistance Ordinance are expected later this year. During development and review of those amendments, the basis and amount of relocation assistance required in various circumstances can be

re-considered and rationalized. Until that review has occurred establishing an amount consistent with other relocation assistance requirements would not prejudice that review.

2. It has not been clearly established that someone evicted from a shared housing situation is likely to relocate to a similar situation and incur less cost, or if so, what the difference in cost would be.

Options:

2. Do not require relocation assistance.

Staff Comment: Relocation assistance is required in connection with reducing the number of tenants to the legal limit *only* in cases where a violation occurred with the knowledge and consent of the owner. In such a case the owner is responsible for the violation. Innocent tenants should not have to bear the cost of relocation in such a case.

VIII. Completion of 90 day notice period under the Tenant Relocation Assistance ordinance as Just Cause.

Staff Recommendation. Defer consideration of adding as a just cause completion of the 90 day notice under the Tenant Relocation Assistance Ordinance until TRAO amendments are proposed later this year, in order to consider suggestions by the Tenants Union and others.

Discussion: The TRAO requires a tenant to vacate at the expiration of a 90 day notice period after relocation assistance has been provided (when a unit is to undergo substantial rehabilitation, demolition, or conversion to condominium, coop, or non-residential use). However at the end of that period, if the tenant fails to vacate there is no just cause provided for the owner to evict the tenant. The requirement to vacate is enforced in such a case by DCLU through the imposition of penalties for violation of the TRAO through a civil lawsuit.

The executive proposal is a housekeeping amendment to provide that there is just cause to evict tenants once relocation assistance has been paid after 90 days notice under the TRAO. There is no objection to the basic intent of the provision, however, the Tenants Union has proposed amendments to address circumstances where both the tenant and the owner wish to allow the tenant to remain after the 90 day notice expires. However there has been insufficient time to work out the details of their recommendation.

All parties at meeting held by staff with the Law Department, DCLU, tenants advocates and landlord advocates agreed that this provision could be deferred for consideration with amendments to the TRAO expected later this year.

Other Proposals Not Recommended by Staff.

- IX. Permit eviction after one warning and one 10 day notice to comply or vacate.
- X. Specify in the just cause eviction ordinance that 20 day notices are required to evict for most causes.
- XI. Add a general provision requiring exercise of good faith in any proceeding under the just cause ordinance.
- XII. Require that relocation assistance be paid before the tenant is evicted pursuant to an emergency order.
- XIII. Eliminate the requirement for relocation assistance in those emergency order circumstances where it is currently required.
- XIV. Require cancellation of the Rental Housing Registration Permit for one year if eviction is for demolition, conversion to condominium or cooperative, or converted to a non-residential use.
- XV. Require that all permits for a substantial rehabilitation be applied for before eviction.
- XVI. Do not permit as a defense to an eviction that there is no current rental housing registration.

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Sent: Wednesday, October 26, 2016 4:18 PM
To: 'Christopher Cutting'
Cc: Katherine George (kgeorge@hbslegal.com); Wynne, Roger (Roger.Wynne@seattle.gov); Eric Dunn (ericd@nwjustice.org)
Subject: RE: Faciszewski v. Brown, No. 92978-5 Respondent's answer to amici

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Sent: Wednesday, October 26, 2016 2:36 PM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Cc: Katherine George (kgeorge@hbslegal.com) <kgeorge@hbslegal.com>; Wynne, Roger (Roger.Wynne@seattle.gov) <Roger.Wynne@seattle.gov>; Eric Dunn (ericd@nwjustice.org) <ericd@nwjustice.org>
Subject: Faciszewski v. Brown, No. 92978-5 Respondent's answer to amici

Dear Clerk,
Please find the Respondent's Consolidated Answer to Briefs of Amici Curiae attached for filing in Faciszewski v. Brown, No. 92978-5.

Thank you,

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