

**MEMORANDUM**

October 9, 2019

TO: Planning, Housing and Economic Development Committee

FROM: Amanda Mihill, Legislative Attorney *A. Mihill*

SUBJECT: Bill 18-19, Landlord-Tenant Relations – Relocation Expenses

PURPOSE: Worksession 2 – Committee to make recommendations on Bill

Expected attendees:

- Aseem Nigam, Director, Department of Housing and Community Affairs (DHCA)
- Frank Demarais, Deputy Director, DHCA
- Stephanie Killian, Chief, Division of Housing, DHCA
- Rosie McCray-Moody, Manager, Landlord-Tenant Affairs Section, DHCA
- Dan McHugh, Code Enforcement Manager, DHCA

Bill 18-19, Landlord-Tenant Relations – Relocation Expenses, sponsored by Lead Sponsor Councilmember Jawando and Co-Sponsors, Council Vice President Katz, Councilmember Hucker, Council President Navarro, and Councilmember Rice, was introduced on June 18. A public hearing was held on July 16, 2019, at which 3 speakers testified in support of Bill 18-19 (see testimony at ©9-13).<sup>1</sup> At the public hearing, DHCA’s then-Acting Director Tim Goetzinger noted the Executive’s support for Bill 18-19, but urged an amendment to clarify the bill. The Committee’s first worksession on Bill 18-19 was held on October 14.

Bill 18-19 would require a landlord to pay a tenant a relocation payment if the tenant’s housing is condemned as unfit for human habitation under certain circumstances. It would also require a landlord to provide a tenant with a right of first refusal to re-occupy rental housing under certain circumstances. A landlord would not have to pay a relocation payment or right to reoccupy to a tenant if the rental housing is condemned due to events that are beyond the control of the landlord.

**Background**

DHCA staff provided the Committee with background information related to the number of condemnations addressed during Fiscal Year 2018 (6/30/2018-7/1/2019). See ©14-27 for summaries of condemnations addressed during this time period and a summary of zip codes impacted on ©28. A summary of these complaints is in the chart on the following page:

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<sup>1</sup> #MoCoTenantRights

<b>Housing Type</b>	<b>Complaints</b>
Multi-Family	22
Single-Family	135
<b>Legal</b>	
Ceiling height	0
No egress	26
<b>Other</b>	
Accessory Apt	19
Fire damage	25
Hoarding	12
Lack of utilities	12
Mold	13
Needs repair	11
Overcrowding	32
Solid Waste	9
Vacant	12
<b>Notes:</b>	
some cases fall into	
multiple categories	
dates filtered by 6/30/2018-	
7/1/2019	

Councilmembers should note that not all of these tenants could take advantage of the benefits provided in Bill 18-19 because some of these tenants are in “room rentals”, which are not covered under Chapter 29, Landlord-Tenant Relations. The Committee will discuss this in the context of PHED agenda item #3 of today’s session (Single Family Rental Licensing and Code Enforcement).

### **First Committee Worksession**

At the October 14 Committee worksession on Bill 18-19, the Committee generally supported the DHCA amendments which would require landlords to pay tenants who must relocate for 30 or more days and require landlords to cover housing and moving expenses for tenants who must relocate for less than 30 days (©29-32). The Committee also generally supported an amendment proposed by Habitat for Humanity Metro Maryland to specify a time period within which a tenant must notify the former landlord of their intent to reoccupy and specify a time period within which the tenant must reoccupy. (Council suggested a tenant notify the landlord of an intent to reoccupy within 15 days after the landlord notifies the tenant that the rental unit is ready to be reoccupied and 20 days after the tenant provides that notice that the tenant must reoccupy the rental unit.)

At the worksession, Committee members:

- requested follow-up information about relocation expense payments in other jurisdictions;

- invited DHCA to provide additional amendments it believed necessary to implement the bill; and
- clarify Bill 18-19 in terms of who determines whether the landlord or tenant (or neither) is at fault and determining when condemnations are due to circumstances outside of the control of the landlord.

### **Issues for Committee Discussion**

***Relocation expenses in other jurisdictions.*** Council staff has performed a lot of research to determine how other jurisdictions handle relocation expenses in terms of units that are condemned. It is apparent that this tenant protection is one not commonly required under local (or state) law so there are not many jurisdictions for which a comparison with Bill 18-19 can be done. In addition to performing research, Council staff reached out to DHCA in the hopes that DHCA was aware of similar tenant protections in other jurisdictions, but they also were not aware of similar laws in other jurisdictions.

***Santa Cruz, California.*** In drafting Bill 18-19, Council staff relied heavily on a law from Santa Cruz, California (©33-38). The introduced version of Bill 18-19 is quite similar to the Santa Cruz law. Under the Santa Cruz law, a tenant who is required to vacate their unit because of unsafe or hazardous living conditions (or if the unit is illegally used as a residence), the landlord must pay “immediately” 3 months fair market value rent for a unit of comparable size or 3 months of the tenant’s actual rent, whichever is greater. Alternatively, the landlord and tenant can agree on “other arrangements of equal benefit”. If a tenant must relocate with less than 30 days’ notice, then the landlord must pay an additional month of fair market value rent.

Under the Santa Cruz law, property owners are not obligated to provide the relocation expenses to a tenant that is required to vacate the rental unit that becomes unsafe or hazardous “due to recent events that are beyond the control of the property owner”.

***Washington State.*** The State of Washington has a law that provides penalties if a landlord enters into an agreement to rent a unit that has been condemned (©39-41). The amount due to the tenant in this situation is 3 months “periodic rent” or up to treble the amount of actual damages.

This law also provides that if an enforcing agency condemns a rental unit, a landlord who knows or should have known of the existence of the conditions must pay relocation expenses to the tenant unless the conditions were caused by a tenant’s illegal activities or a natural disaster. If a landlord must pay relocation expenses under this portion of the law, the amount is \$2,000 per unit or 3 times the monthly rent, whichever is greater. In addition, a tenant can recover any actual damages.

***Applicability of Bill 18-19.*** At the first worksession, the Committee discussed at length the applicability of the bill as it relates to whether a condemnation is the fault of the landlord. This is addressed in Bill 18-19 in 2 places:

- in the definition of “displaced tenant” which is defined as a tenant that is required to vacate rental housing because the rental housing is condemned “through no fault of the tenant”

(see original language on ©2, lines 3-6; and the DHCA amendments on ©29, lines 1-9); and

- in an exception to the bill that does not require the landlord to make a relocation payment if the rental housing is condemned “due to events that are beyond the control of the landlord” (see original language on ©3, lines 50-52; and the DHCA amendments on ©32, lines 3-6).

In drafting Bill 18-19, it was Council staff’s intent that these provisions work together to make it clear that if DHCA condemned rental housing and it wasn’t the landlord’s fault, that the landlord would not be required to pay the relocation expenses. However, Council staff can see situations arising in which neither the tenant nor the landlord caused the conditions which require the rental unit to be condemned.

**Council staff comments:** Bill 18-19 should be clarified. Council staff suggests amending the definition of Bill 18-19 to remove the language “through no fault of the tenant”. Additionally, language could be added to the exception language clarifying that it is DHCA that determines whether the events that caused the rental housing to be condemned (see highlighted language below):

A landlord is not required to provide a relocation payment or provide a first right [[of first refusal]] to reoccupy to any permanently displaced tenant if the Director determines the rental housing is condemned due to events that are beyond the control of the landlord.

**Amount of relocation expenses.** Bill 18-19 as introduced would require the amount of the relocation expense to be the greater of 3 months’ fair market value rent or 3 months of the tenant’s actual rent.<sup>2</sup> Additionally, a landlord would pay 1 additional month rent if a tenant is required to vacate with less than 30 days’ notice (©2, lines 10-25). Under the DHCA amendments, which the Committee previously generally supported, the relocation expenses paid to the tenant would depend on whether a tenant is permanently or temporarily displaced. For a temporarily displaced tenant, a landlord would be required to provide comparable housing and pay for moving expenses. For a permanently displaced tenant, a landlord would pay to a tenant: returned security deposit, pro rata rent for the remainder of the month, and 3 months of either fair market rent or actual rent (©29-30).

The Committee had a lengthy discussion regarding whether it is appropriate to base the relocation payment on fair market rent or rent under the lease. As noted above, the payment required in Santa Cruz is the greater of actual rent and market rent; the payment required in Washington State “monthly rent”, which Council staff interprets to be actual rent.

**Council staff comments:** Council staff notes that a tenant that is required to immediately relocate may very well need to rent a more expensive unit than they currently rent. Council staff recommends basing the payment on market rent. However, under the DHCA amendments, in addition to the 3 months’ rent called for in the introduced bill, a landlord would also be required to pay the returned security deposit and pro rata rent for the remainder of the month. If the

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<sup>2</sup> At the worksession, DHCA requested “actual rent” be changed to “rent under the lease”

Committee supports the DHCA amendments, then the Committee may want to require only 2 months fair market rent (rather than 3 months). As was discussed at the first worksession, the goal of the legislation is not necessarily to be punitive toward the landlord, but to provide the tenant with adequate resources to find safe housing in a short period of time.

***Should there be an alternative to the relocation payment?*** Under Bill 18-19 as introduced, a landlord would be required to provide a payment to the tenant. At the first worksession, Councilmember Friedson indicated that he may be interested in pursuing an amendment to the bill to allow the landlord and tenant to agree to an alternative arrangement. Council staff notes that the Santa Cruz law does provide that a landlord and tenant may agree to “other arrangements of equal benefit” to the relocation expenses law (©34). To invoke those provisions of the law, a landlord and tenant must have a written agreement that includes several provisions, including a statement of the relocation payment to which the tenant is entitled, a statement that the tenant has waived the right to the relocation payment, and a description of any alternative arrangements to which the landlord and tenant have agreed. If the Committee wishes to amend Bill 18-19 to provide for this alternative path, Council staff would recommend the Committee include a similar requirement for a written agreement.

***Effect of existing leases on a temporarily displaced tenant.*** Questions have been raised regarding the effect of an existing lease on a temporarily displaced tenant. The lead sponsor of Bill 18-19 intends on proposing an amendment to Bill 18-19 that would clarify that when a temporarily displaced tenant returns to their original rental unit, the landlord must ensure that the lease in effect at the time of the tenant’s return contains substantially similar lease terms, including the amount of rent due.

This packet contains:	<u>Circle #</u>
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Bill No. 18-19  
Concerning: Landlord-Tenant Relations –  
Relocation Expenses  
Revised: 7/8/2019 Draft No. 2  
Introduced: June 18, 2019  
Expires: December 18, 2020  
Enacted: \_\_\_\_\_  
Executive: \_\_\_\_\_  
Effective: \_\_\_\_\_  
Sunset Date: None  
Ch. \_\_\_\_\_, Laws of Mont. Co. \_\_\_\_\_

## COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

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Lead Sponsor: Councilmember Jawando  
Co-Sponsors: Council Vice President Katz, Councilmember Hucker, Council President Navarro,  
and Councilmember Rice

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**AN ACT** to:

- (1) require a landlord to pay to a tenant a relocation payment if the tenant's housing is condemned as unfit for human habitation under certain circumstances;
- (2) require a landlord to provide a tenant with a right of first refusal to re-occupy rental housing under certain circumstances; and
- (3) generally amend County law on landlord-tenant relations.

By adding

Montgomery County Code  
Chapter 29, Landlord-Tenant Relations  
Section 29-35B

<b>Boldface</b>	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
[Single boldface brackets]	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
[[Double boldface brackets]]	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

*The County Council for Montgomery County, Maryland approves the following Act:*

1           **Sec. 1. Section 29-35B is added as follows:**

2    **29-35B. Relocation Expenses.**

- 3           (a)    Definitions. As used in this Section, displaced tenant means a tenant that  
4           is required to vacate rental housing because the rental housing is  
5           condemned as unfit for human habitation under Section 26-13 through no  
6           fault of the tenant.
- 7           (b)    Relocation payment required. Except as provided in paragraph (f), a  
8           landlord must pay a relocation payment to a displaced tenant.
- 9           (c)    Relocation amount.
- 10          (1)    The relocation payment is the greater of:
- 11                (A)   3 months' fair market value rent for a unit of comparable  
12                size, as established by the most current Federal Department  
13                of Housing and Urban Development schedule of fair market  
14                rents for the Washington-Arlington-Alexandria area; or
- 15                (B)   3 months' of the tenant's actual rent at the time of  
16                relocation.
- 17          (2)    If a tenant is required to vacate the rental housing with less than 30  
18                days' notice, the relocation payment must also include either:
- 19                (A)   1 additional month's fair market value rent for a unit of  
20                comparable size, as established by the most current Federal  
21                Department of Housing and Urban Development schedule  
22                of fair market rents for the Washington-Arlington-  
23                Alexandria area; or
- 24                (B)   the provision of alternative, safe, and legal housing for 30  
25                days after the tenant vacates.
- 26          (3)    The landlord must pay directly to a displaced tenant the relocation  
27                payment within with 72 hours of the posting of the condemnation.

28           (d) Proof of compliance. Within 5 days after the displaced tenant vacates the  
29           rental housing, a landlord must provide the Department with a copy of  
30           the check or money order provided to the displaced tenant and a receipt  
31           signed by the tenant.

32           (e) Right of first refusal.

33           (1) A landlord must provide a displaced tenant with the right of first  
34           refusal to reoccupy rental housing on the site once the rental  
35           housing becomes habitable.

36           (2) The landlord must provide the tenant with written notice of the  
37           tenant's right of first refusal. The notice must include the  
38           landlord's current address and telephone number which the tenant  
39           can use to contact the landlord.

40           (3) It is the tenant's responsibility to provide the landlord with the  
41           tenant's current address and/or telephone number to be used for  
42           future notification.

43           (4) When the rental housing becomes habitable, the landlord must give  
44           written notice by certified mail to the tenant informing the tenant  
45           that the housing is ready for occupancy.

46           (5) If the landlord cannot locate a previous tenant after 2 attempts over  
47           a 2-week period, the landlord is deemed to be in compliance with  
48           the right of first refusal requirement and the tenant's right of first  
49           refusal is forfeited.

50           (f) Exception. A landlord is not required to provide a relocation payment or  
51           right of first refusal to any displaced tenant if the rental housing is  
52           condemned due to events that are beyond the control of the landlord.



LEGISLATIVE REQUEST REPORT  
Bill 18-19

*Landlord-Tenant Relations – Relocation Expenses*

**DESCRIPTION:** Bill 18-19 would require a landlord to pay to a tenant a relocation payment if the tenant's housing is condemned as unfit for human habitation under certain circumstances. It would also require a landlord to provide a tenant with a right of first refusal to re-occupy rental housing under certain circumstances.

**PROBLEM:** Tenants who are required to vacate rental housing that is condemned through not fault of the tenant can have challenges in finding temporary or other permanent affordable housing.

**GOALS AND OBJECTIVES:** To ensure that tenants can find safe, affordable housing when their rental housing is condemned through no fault of the tenant.

**COORDINATION:** Housing and Community Affairs

**FISCAL IMPACT:** To be requested

**ECONOMIC IMPACT:** To be requested

**EVALUATION:** To be requested

**EXPERIENCE ELSEWHERE:** To be researched

**SOURCES OF INFORMATION:** Amanda Mihill, Legislative Attorney, 240-777-7815

**APPLICATION WITHIN MUNICIPALITIES:** To be researched

**PENALTIES:** n/a



OFFICE OF MANAGEMENT AND BUDGET

Marc Elrich  
County Executive

Richard S. Madaleno  
Director

MEMORANDUM

July 12, 2019

TO: Nancy Navarro, President, County Council

FROM: Richard S. Madaleno, Director, Office of Management and Budget *RSM*  
Michael Coveyou, Acting Director, Department of Finance *Michael Coveyou*

SUBJECT: FEIS for Bill 18-19, Landlord – Tenant Relations – Relocation Expenses

Please find attached the Fiscal and Economic Impact Statements for the above-referenced legislation.

RSM:cm

cc: Andrew Kleine, Chief Administrative Officer  
Fariba Kassiri, Deputy Chief Administrative Officer  
Debbie Spielberg, Special Assistant to the County Executive  
Dale Tibbitts, Special Assistant to the County Executive  
Lisa Austin, Office of the County Executive  
Barry Hudson, Director, Public Information Office  
David Platt, Department of Finance  
Dennis Hetman, Department of Finance  
Monika Coble, Office of Management and Budget  
Chrissy Mireles, Office of Management and Budget  
Pofen Salem, Office of Management and Budget

Office of the Director

101 Monroe Street, 14th Floor • Rockville, Maryland 20850 • 240-777-2800  
[www.montgomerycountymd.gov/omb](http://www.montgomerycountymd.gov/omb)

**Fiscal Impact Statement**  
**Bill 18-19, Landlord-Tenant Relations- Relocation Expenses**

**1. Legislative Summary**

Bill 18-19 would require a landlord to pay temporary relocation costs to a tenant that, through no fault of the tenant, must vacate a rental property that has been condemned as unfit for human habitation under certain provisions of the County's housing and property maintenance code. The tenant would also be entitled to a right-of-first refusal to reoccupy the rental property once it becomes habitable. A landlord would not be subject to the aforementioned requirements if the condemnation is attributable to events beyond the landlord's control.

Current law allows a tenant to break a lease agreement without penalty if the rental property becomes uninhabitable due to no fault of the tenant. However, the tenant can have challenges in finding temporary or other permanent affordable housing. The only scenario under which a landlord would be required to cover a tenant's relocation expenses is where a landlord is unable to certify that the landlord is in compliance with the applicable lead-risk reduction standards under the Environment Article of the Maryland Code.

**2. An estimate of changes in County revenues and expenditures regardless of whether the revenues or expenditures are assumed in the recommended or approved budget. Includes source of information, assumptions, and methodologies used.**

Bill 18-19 provides certain new tenant rights as explained in Question #1 above. These new rights would have no impact on County revenue or expenditures. There are certain implicitly required housing code inspection and reinspection requirements, but it would not impact current housing code enforcement procedures.

**3. Revenue and expenditure estimates covering at least the next 6 fiscal years.**

Per Question #2, this Bill does not impact County revenue or expenditures over the next 6 years.

**4. An actuarial analysis through the entire amortization period for each bill that would affect retiree pension or group insurance costs.**

Not applicable.

**5. An estimate of expenditures related to County's information technology (IT) systems, including Enterprise Resource Planning (ERP) systems.**

Not applicable.

**6. Later actions that may affect future revenue and expenditures if the bill authorizes future spending.**

Not applicable; Bill 18-19 does not authorize future spending.

**7. An estimate of the staff time needed to implement the bill.**

Not applicable.

**8. An explanation of how the addition of new staff responsibilities would affect other duties.**

Not applicable.

**9. An estimate of costs when an additional appropriation is needed.**

No additional appropriation is needed to implement Bill 18-19.

**10. A description of any variable that could affect revenue and cost estimates.**

Not applicable, see Question#2.

**11. Ranges of revenue or expenditures that are uncertain or difficult to project.**

Not applicable.

**12. If a bill is likely to have no fiscal impact, why that is the case.**

Bill 18-19 provides certain new tenant rights as explained in Question #1, which do not generate a fiscal impact for the County.

**13. Other fiscal impacts or comments.**

Not applicable.


**14. The following contributed to and concurred with this analysis:**

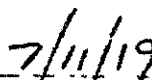
Tim Goetzing, Department of Housing and Community Affairs

Stephanie Killian, Department of Housing and Community Affairs

Rosie McCray-Moody, Department of Housing and Community Affairs

Pofen Salem, Office of Department Management and Budget

  
\_\_\_\_\_  
Richard S. Madaleno, Director  
Office of Management and Budget

  
\_\_\_\_\_  
Date

**Economic Impact Statement**  
**Bill 18-19, Landlord – Tenant Relations – Relocation Expenses**

**Background:**

Bill 18-19 would require a landlord to pay to a tenant a relocation payment if the tenant's housing is condemned as unfit for human habitation under certain circumstances. It would also require a landlord to provide a tenant with a right of first refusal to re-occupy rental housing under certain circumstances. Tenants who are required to vacate rental housing that is condemned through no fault of the tenant can have challenges in finding temporary or other permanent affordable housing. The objective of the legislation is to ensure that tenants can find safe, affordable housing when their rental housing is condemned through no fault of the tenant.

**1. The sources of information, assumptions, and methodologies used.**

The source of information in the preparation of the economic impact statement was the Department of Housing and Community Affairs (DHCA). There were no assumptions or methodologies used by the Department of Finance (Finance) in the preparation of this economic impact statement.

**2. A description of any variable that could affect the economic impact estimates.**

As noted in the fiscal impact statement, the proposed legislation would provide new tenant rights that will not impact County revenues and DHCA's staff time. The bill specifies a calculation for the relocation payments based on 3 months' Fair Market Rent (FMR) for a unit of comparable size as established by the most current Federal Department of Housing and Urban Development schedule for the Washington-Arlington-Alexandria area. FMRs will determine the amounts owed by landlords for the number of condemned circumstances and are adjusted annually per region and bedroom size of the units. County FMRs in 2019 range from \$1,454 for a one-bedroom unit to \$2,678 for a four-bedroom unit.

**3. The Bill's positive or negative effect, if any on employment, spending, savings, investment, incomes, and property values in the County.**

The bill is not anticipated to have an impact on employment, spending, savings, investment, incomes, and property values in the County. Both the lessee and the lessor face unique consequences and costs if they fail to uphold the terms of their respective contracts. The legislation's potential impact on the aggregate cost to property owners in forgone rent cannot be accurately quantified given a lack of specificity of data enumerating the number of applicable violations that will be deemed unfit for human habitation and the timing of those violations in the context of the specific lease.

**4. If a Bill is likely to have no economic impact, why is that the case?**

See number 2.

**5. The following contributed to or concurred with this analysis:**

David Platt and Dennis Hetman, Finance.

  
Michael Coveyou, Acting Director  
Department of Finance

7/10/19  
Date

**TESTIMONY ON BEHALF OF COUNTY EXECUTIVE MARC  
ELRICH ON BILL 18-19, LANDLORD-TENANT RELATIONS-  
RELOCATION EXPENSES**

**July 16, 2019**

Good afternoon Council President and Councilmembers, my name is Tim Goetzinger and I am the Acting Director of the Department of Housing and Community Affairs. It is a pleasure for me to appear before you on behalf of the County Executive in support of Bill 18-19, which amends Chapter 29 – Landlord-Tenant Relations of the Montgomery County Code.

The proposed Bill would require a landlord to pay temporary relocation costs to a tenant that, through no fault of their own, must vacate a rental property that has been condemned as unfit for human habitation under certain provisions of the County's housing and property maintenance code. The tenant would also be entitled to a right of first refusal to reoccupy the property once it becomes habitable. A landlord would not be subject to the foregoing requirements if the condemnation is attributable to events beyond the landlord's control.

DHCA supports the intent and purpose of this Bill. It provides the department and tenants with an additional tenant rights tool.

DHCA suggests technical amendments to the Bill to help the department with implementation and enforcement. As drafted, the Bill would give certain benefits to tenants who get 30 or more days' notice that they must relocate because their unit has been condemned, and tenants who receive

less than 30 days' notice would get slightly different benefits. However, in fact, tenants must immediately move out of a condemned unit. A tenant never receives a notice 30 days in advance that their unit will be condemned. Also, the Bill does not consider situations when a tenant has to move out of a unit for a temporary, short-term time period, and DHCA recommends that it does.

DHCA recommends that the Bill require that landlords must give certain payments to tenants who are forced out of their unit for 30 or more days, and that landlords must cover the housing and moving expenses of tenants displaced for less than 30 days.

The County Executive supports the Bill with this clarification, which would make its enforcement clearer for all concerned. Thank you.



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July 16, 2019

Montgomery County Council  
Stella Warner Council Office Building  
100 Maryland Avenue  
Rockville, MD 20850

Testimony regarding Bill 18-19, Landlord-Tenant Relations – Relocation Expenses

Good Afternoon,

My name is John Paukstis, President and CEO of Habitat of Humanity Metro Maryland, a non-profit affordable homeownership provider working in Montgomery County since 1982.

I would like to thank Lead Sponsor, Councilmember Jawando, for introducing this important legislation, Co-Sponsors Katz, Huckler, Navarro, and Rice for their support and to voice Habitat for Humanity's strong support for Bill 18-19.

Habitat for Humanity Metro Maryland has worked in Montgomery County for 37 years, providing opportunities for low-income families to purchase homes in an otherwise unaffordable market. Habitat serves as the site developer, the builder, and the lender. All approved homebuyers must demonstrate the ability to pay a mortgage, complete educational workshops and "sweat equity" volunteer hours, and demonstrate a need to improve their housing situation.

After an applicant demonstrates the ability to pay back a Habitat mortgage through their income, credit, and debt to income ratios, Habitat staff and volunteers perform a home visit to examine an applicant's current living conditions. Habitat staff have visited hundreds of rental units in the County. While many landlords care for their properties and are responsive to the needs of tenants, some are not.

Over the years, our staff have visited various rental units that could be deemed unfit for human habitation. Staff have witnessed various violations including: lack of heat, severe infestations, lack of egress, non-functional elevators serving occupants in wheelchairs, unsafe electrical systems, lack of hot water, severe mold and more. Anecdotally, staff have been told by renters living in these conditions that they fear reporting these issues for two main reasons; they have no place else to go if the unit is condemned and/or the landlord has threatened to evict them if they complain because their family size is too large for the unit.

By requiring a landlord to pay a relocation fee to the tenant if the unit is deemed unfit for human habitation, Bill 18-19 empowers tenants to speak up about major health and safety issues and provides them with a small financial safety net to help them relocate.

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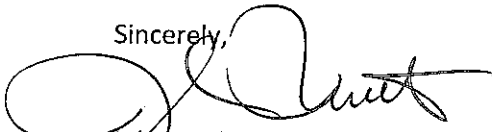
Habitat for Humanity Metro Maryland also supports the right of first refusal requirement. Many tenants have a strong connection to their neighborhoods and communities and may be forced out of a unit due to no fault of their own. It is only fair that tenants be offered a chance to move back into their home after the health and safety concerns are addressed.

We believe that the right of first refusal section could be improved by specifying the time within which a tenant must notify the former landlord of an intent to exercise the right (e.g., 15 days) and then a time period within which the tenant must move into the apartment (e.g., within 15 or 20 days of providing the notice). As written, the legislation is silent on these matters, which would allow the landlord to specify the time within which a former tenant must exercise the right. It is possible that a landlord would allow only a short period for the tenant to exercise the right. Such a short time frame would likely be inadequate for the former tenant to make necessary arrangements to prepare to move into the former apartment and may keep them from exercising that right.

It is critical that tenants feel they have a voice to report unresponsive landlords and unsafe living conditions without fear of eviction and retribution. Habitat for Humanity Metro Maryland urges support for Bill 18-19 as it plays an important role in furthering the rights of tenants and promoting safe housing in Montgomery County.

Thank you for your time and consideration.

Sincerely,



John Paukstis  
President & CEO

Habitat for Humanity Metro Maryland, Inc.

July 12, 2019

Montgomery County Council  
Council Office Building  
100 Maryland Ave.  
Rockville, MD 20850

**Bill 18-19 – Landlord Tenant Relations – Relation Expenses (Support)**  
**and**  
**Bill 20-19 – Landlord Tenant Relations – Licensing of Rental Housing – Fee Exemption (Support)**

**Testimony for July 16, 2019**

**Jane Lyons, Maryland Advocacy Manager**

President Navarro and Councilmembers, thank you for the opportunity to speak today. I am here to urge your support for two bills, both of which advance the Coalition for Smarter Growth's mission of creating more inclusive, livable communities.

First, **Bill 18-19** requires that if a tenant's housing is condemned as unfit for human habitation, a landlord must make a relocation payment to the tenant and provide a tenant with right of first refusal. Given the current housing crisis, low-income tenants often have few choices but to locate in housing that is substandard but affordable. When that housing is condemned due to poor conditions for which the tenant is not responsible, the tenant must then face the expensive task of moving, possibly to a more expensive home.

Further, the right of first refusal provision ensures that tenants have the option to return to their homes after repairs. To truly have mixed-income, inclusive communities, we must protect renters, especially those at the highest risk of displacement due to health and safety violations. This is common sense legislation that would make Montgomery County a more welcoming place for low-income renters.

Next, **Bill 20-19** is linked to a familiar issue: accessory dwelling units. CSG and partner organizations that care about providing a diverse and affordable supply of housing have highlighted the numerous benefits of ADUs. One of the greatest benefits is allowing individuals with disabilities to live closer to caretakers or relatives – whether that be parents, siblings, children, or extended family. Similarly, individuals with disabilities can also benefit from the lower rents often offered for ADUs.

One of the biggest barriers to providing ADUs as a housing option for disabled individuals is the cost of licensing and constructing an ADU. Exempting the license fee for ADUs occupied by disabled individuals will help lower the overall cost of providing an ADU. In addition, we hope that the Council will pursue opportunities to assist homeowners, especially low-income homeowners, with ADU financing. Financing assistance can include partnering with banks, providing interest-free loans, and creating a financing guide.

This is a population that stands to benefit the most from ADUs; therefore, I urge you to help incentivize ADUs as a housing solution for individuals with disabilities, while also enabling greater integration into neighborhoods and community life.

Thank you for your time.

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casenumber	casetype	casesubtype	city	zipcode	comments
150807	Complaint-SF	Solid Waste&Weeds	BETHESDA	20814	Apply for permits within 30 days to demolish or make repairs.
156483	Complaint-SF	Hoarding	CHEVY CHASE	20815	Posted condemnation notice that the unit is condemned due to unsanitary conditions and must be vacated immediately.
152098	Complaint-SF	Single Family	BETHESDA	20817	Home is condemned effective immediately and will be posted at a later date .was previously damaged by fire. Structure must be repaired, replaced, or torn down. All with proper permits obtained.
154472	Complaint-SF	Single Family - Vacant	BROOKEVILLE	20833	Accessory Structure #2â€”Install orange safety cone fencing around the overgrown open in-ground swimming pool at the front exterior. 10 day reinspection on 4/15/19.
154472	Complaint-SF	Single Family - Vacant	BROOKEVILLE	20833	Accessory Structure #1 (#20211) Per Emergency Field Notice issued, this vacant accessory structure with its severely dilapidated/ damaged roof and framing, walls, doors, windows, and no utilities is unfit for human habitation and presently cannot be used for its intended purpose. This structure is hereby condemned per posted placard and must not be reoccupied until it is demolished, removed, or repaired then reinspected by a County Housing Code Inspector. 75 day reinspection on 6/14/19.
154472	Complaint-SF	Single Family - Vacant	BROOKEVILLE	20833	Per Notice of Violation for Severe Conditions issued, secure/tarp the both (2) dilapidated/damaged and partially collapsed roofs on the accessory structures that have been condemned. 10 day reinspection on 4/4/19.
154472	Complaint-SF	Single Family - Vacant	BROOKEVILLE	20833	Accessory Structure #2/Swimming Pool Building--Per Emergency Field Notice issued, this vacant accessory structure with its severely dilapidated/damaged roof and framing, walls, doors, windows, and no utilities is unfit for human habitation and presently cannot be used for its intended purpose. This structure is hereby condemned per posted placard and must not be reoccupied until it is demolished, removed, or repaired and reinspected by a County Housing Code Inspector. 75 day reinspection on 6/14/19.
155227	Complaint-SF	Single Family	POOLESVILLE	20837	No utilities
154687	Complaint-SF	SF--Overcrowding	BOYDS	20841	Basement rooms are condemned due to lack of proper egress.

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156641	Complaint-SF	Single Family	ROCKVILLE	20850	Residence is condemned due to extensive fire damage and disconnection of electric utility.
150874	Complaint-SF	Condominiums	ROCKVILLE	20850	
156736	Complaint-SF	Hoarding	ROCKVILLE	20852	The unit is condemned because it does not meet the minimum requirements for human habitation, and must be vacated immediately.
156570	Complaint-MF	Condominiums	ROCKVILLE	20852	This unit is condemned as unfit for human habitation due to compromised fire separation walls/ceilings, presence of mold on floors, walls & ceilings and no smoke or carbon monoxide alarms. This unit is unfit for human habitation and sleeping in this unit prohibited. This residence cannot be re-occupied until all violations are observed abated and condemnation status is lifted.
156558	Complaint-SF	Condominiums	ROCKVILLE	20852	This unit is condemned as unfit for human habitation due to compromised fire separation walls/ceilings, presence of mold on floors, walls and ceilings and no smoke or carbon monoxide alarms. Sleeping in this residence is prohibited. This residence cannot be re-occupied until all violations are observed abated and condemnation status is lifted.
154343	Complaint-SF	Condominiums	ROCKVILLE	20852	The unit is condemned do to biohazardous waste, Once professionally cleaned please contact for re-inspection.
152635	Complaint-SF	Single Family -	ROCKVILLE	20852	House unfit for human habitation.
153060	Complaint-SF	Solid Waste	ROCKVILLE	20853	
149590	Complaint-SF	Condominiums	ROCKVILLE	20853	Unit is Condemned, no operable bathroom, must correct cause prior to occupancy.
154534	Complaint-SF	Single Family	POTOMAC	20854	CONDEMNATION --- The property must be demolished, removed or repaired. Excessive fire damage.
154362	Complaint-SF	Single Family	ROCKVILLE	20855	Posted 24 hr EFN & NOVSC to restore electric & water utilities within 24 hours. Pepco-service disconnected due to request received from vacating occupant. WSSC-service disconnected due to unpaid account in the names of Leegni Edwards and Dominic Noland/Leegni Noland - Account balance is 905.41 + 169.00 reconnection fee = 1,074.41 total due. THIS RESIDENCE IS CONDEMNED. 5/13/2019 Owner did not attend scheduled re-inspection appointment to provide access.
151508	Complaint-SF	Single Family	ROCKVILLE	20855	Condemned as unfit for human habitation due to lack of electric service.

150230	Complaint-SF	Hoarding	ROCKVILLE	20855	Posted condemnation sign and an emergency field notice on the door that the house is condemned to do hoarding conditions and can not be occupied until corrected and inspected
156066	Complaint-SF	Weeds-Vacant	SANDY SPRING	20860	(DISREGARD ENTERED IN ERROR).
153001	Complaint-SF	Single Family	BURTONSVILLE	20866	Occupying a condemned area
156560	Complaint-SF	AA - Suspect	GERMANTOWN	20874	Remove all beds and bedding from room in basement that does not meet the minimum requirement for human habitation, emergency escape and/or rescue.
155377	Complaint-SF	SF--Overcrowding	GERMANTOWN	20874	If it is determined at some point in the future that these rooms are being utilized for sleeping and they lack egress, you will be issued civil citations in the amount of \$500 per room and \$750 for each day that the rooms are allowed to be occupied without egress.
155171	Complaint-SF	Utility Turn Off-	GERMANTOWN	20874	
154416	Complaint-SF	AA - Suspect	GERMANTOWN	20874	Basement rooms condemned due to lack of proper egress. EFN issued and signed May 9, 2019.
153440	Complaint-SF	Hoarding	GERMANTOWN	20874	Property is condemned due to unsafe and unsanitary conditions. Property may not be reoccupied until all housing code requirements are met.
153401	Complaint-SF	Condominiums	GERMANTOWN	20874	Room is condemned due to lack of proper egress. Room may not be reoccupied until all housing code requirements are met.
153037	Complaint-SF	Single Family	GERMANTOWN	20874	Basement rooms do not meet egress standards and may not be occupied. EFN Issued 1/3/19
152396	Administrative-SF	Rental Assistance	GERMANTOWN	20874	Basement is condemned and declared unfit for human habitation due to lack of proper egress. Basement may not be reoccupied until all housing code requirements are met.
151777	Complaint-SF	Single Family	GERMANTOWN	20874	
151054	Complaint-SF	Single Family	GERMANTOWN	20874	There is to be no sleeping in basement bedrooms due to lack of egress through windows.
153758	Administrative-SF	HOME	GERMANTOWN	20876	Room 1 may not be occupied due to lack of proper egress through window (Room has no window or direct access to outside whatsoever).
153520	Complaint-SF	Single Family	GERMANTOWN	20876	
153520	Complaint-SF	Single Family	GERMANTOWN	20876	Property condemned due to unsafe conditions and may not be reoccupied until all housing code requirements are met.

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153123	Complaint-SF	Single Family	GERMANTOWN	20876	Posted condemnation placard and Emergency Field Notice on door of basement bedroom to discontinue use immediately for sleeping purposes. Posted Emergency Field Notice on the front door of the property owner's residential property to discontinue use of basement immediately for sleeping purposes.
151750	Complaint-SF	Single Family	GERMANTOWN	20876	Property is hereby condemned and declared for human habitation due to lack of heat. Property must meet Montgomery County code prior to occupancy. Call for inspection.
150722	Complaint-SF	AA - Suspect	GERMANTOWN	20876	Basement Bedroom does not meet the minimum requirements for emergency escape and or rescue and must be vacated immediately, remove all beds and bedding.
152241	Complaint-SF	SF--Overcrowding	GAITHERSBURG	20877	Basement rooms condemned due to lack of proper egress through windows. Rooms must be vacated and not reoccupied until all housing code requirements are met. EFN issued and signed on 2/4/19.
149743	Complaint-SF	SF--Overcrowding	GAITHERSBURG	20877	Basement rooms condemned due to lack of egress. EFN issued and signed 9/17/18.
149661	Complaint-SF	Hoarding	GAITHERSBURG	20878	Condemned as unfit for human habitation due to unhealthy sanitation issues. Must vacate and make repairs in a professional, workmanlike manner in compliance with housing maintenance standards.
156247	Complaint-SF	AA - Suspect	GAITHERSBURG	20879	All beds and bedding removed while onsite-room can not be used as sleeping area as there is no window/egress
154745	Complaint-SF	Single Family	GAITHERSBURG	20879	
151553	Administrative-SF	Rental Assistance	GAITHERSBURG	20879	Entire Basementâ€”-Per Emergency Field Notice issued, basement does not meet the County Code requirements for a habitable sleeping area, so all areas must be vacated for sleeping immediately due to lack of proper emergency egress door or windows to the immediate exterior. Do not reoccupy this area for sleeping, as failure to comply will result in the issuance of civil citations.
150740	Complaint-SF	SF--Overcrowding	GAITHERSBURG	20879	
150738	Complaint-SF	SF--Overcrowding	GAITHERSBURG	20879	
150738	Complaint-SF	SF--Overcrowding	GAITHERSBURG	20879	There is to be no sleeping in basement bedrooms due to lack of egress through windows and improper window well. For the proper way to correct contact Montgomery County Department of Permitting Service at 240-777-0311.

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156295	Complaint-SF	Single Family	MONTGOMERY VILLAGE	20886	Per Emergency Field Notice and posted condemnation placard, unit must be vacated immediately due to fire damage that has resulted in lack of electrical and water services to unit. Unit has been deemed unfit for human habitation due to lack of electricity and water needed for bathing, toileting, lighting, ventilation, cooking, and/or proper sanitation. Owner must restore disconnected utility services and contact DHCA for reinspection prior to reoccupancy. Failure to comply will result in the immediate issuance of \$500.00 civil citation.
153931	Complaint-SF	Single Family	MONTGOMERY VILLAGE	20886	Per Emergency Field Notice and Condemnation placard posted, the entire unit is hereby condemned and unfit for human habitation due to severe fire damage to interior wall/ceilings/flooring; exterior walls, windows, doors, roofing, and siding; and lack of utilities required for ventilation, illumination, cooking, bathing, and sanitation.
153930	Complaint-SF	Single Family	MONTGOMERY VILLAGE	20886	Per Emergency Field Notice posted, this fire and water damaged dwelling is hereby deemed as unfit for human habitation due to broken window/ door openings; and fire and/or water damage to walls/ceilings/ flooring. Do not occupy this unit effective immediately as failure to comply will result in the immediate issuance of \$500.00 County civil citation.
153928	Complaint-SF	Single Family	MONTGOMERY VILLAGE	20886	Per Emergency Field Notice and Condemnation placard posted, the entire unit is hereby condemned and unfit for human habitat due to severely fire damage to interior wall/ceilings/flooring and exterior walls, windows, doors, roofing, and siding; as well as lack of utilities required for human habitation.
153867	Complaint-SF	Single Family	MONTGOMERY VILLAGE	20886	There is to be no sleeping in basement bedrooms due to lack of egress through windows. All beds and bedding must be removed immediately. *EFN issued and signed on 3/6/19
153555	Complaint-SF	Condominiums	MONTGOMERY VILLAGE	20886	Property condemned due to unsafe and unsanitary conditions. Property poses a threat to life and safety of occupants and public and may not be reoccupied until all housing code requirements are met. Must call 240-777-3628 for reinspection.
153555	Complaint-SF	Condominiums	MONTGOMERY VILLAGE	20886	EFN issued and signed on 3/27/19.

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151935	Complaint-SF	SF--Overcrowding	MONTGOMERY VILLAGE	20886	Basement room one is hereby condemn due to lack of proper egress. EFN issued and signed November 8, 2018.
151905	Complaint-SF	Single Family	MONTGOMERY VILLAGE	20886	Basement rooms condemned due to no windows whatsoever and may not be reoccupied. EFN issued and signed on 2/4/19.
150245	Complaint-SF	Single Family	MONTGOMERY VILLAGE	20886	Per Emergency Field Notice posted at property on 8/15/18.
154718	Complaint-SF	Condominiums	KENSINGTON	20895	Condemned dwelling unit as unfit for human habitation due to fire smoke damage.
154717	Complaint-SF	Condominiums	KENSINGTON	20895	Condemned dwelling unit as unfit for human habitation due to fire smoke damage.
154716	Complaint-SF	Condominiums	KENSINGTON	20895	Condemned dwelling unit as unfit for human habitation due to fire smoke damage.
154715	Complaint-SF	Condominiums	KENSINGTON	20895	Condemned dwelling unit as unfit for human habitation due to water damage resulting from fire in unit above.
154714	Complaint-SF	Condominiums	KENSINGTON	20895	Condemned dwelling unit as unfit for human habitation due to water damage resulting from fire in unit above.
154707	Complaint-SF	Condominiums	KENSINGTON	20895	Condemned dwelling unit as unfit for human habitation due to fire, smoke and damage.
154706	Complaint-SF	Condominiums	KENSINGTON	20895	Condemned dwelling unit as unfit for human habitation due to fire smoke damage.
153711	Complaint-SF	Condominiums	KENSINGTON	20895	Condemned dwelling unit as unfit for human habitation due to fire damage.
152626	Complaint-SF	Solid Waste-Vacant	KENSINGTON	20895	You must apply for the appropriate permits to repair roof, windows and all Structural damage with in 30 days of this notice.
156367	Complaint-SF	AA - Suspect	SILVER SPRING	20901	3 Rooms in the basement are hereby condemned and ordered vacated immediately, as they do not meet the minimum requirements for human habitation, escape and/or rescue and not be used for sleeping, remove all beds and bedding immediately.
156000	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	Vacated while onsite-room can not be used as sleeping area due to lack of egress
156000	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	Condemned due to lack of egress and ordered vacated while onsite

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155395	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	The first level family room does not meet the minimum requirements for human habitation, emergency escape and rescue openings and cannot be used for sleeping at anytime. Failure to comply will result in the issuance of civil citations immediately.
153902	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	The basement and the basement bedrooms have been condemned and ordered vacated immediately. The rooms do not meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used for sleeping. You must also remove the beds and bed frames from the basement.
153900	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	The basement and the basement rooms have been condemned and ordered vacated immediately. The basement and the rooms do not meet the minimum requirements for human habitation, emergency escape and rescue openings and cannot be used for sleeping. Failure to comply may result in the issuance of civil citations.
153900	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	
153553	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	The basement does not meet the minimum requirements for human habitation, emergency escape and rescue openings and cannot not be used for sleeping at anytime.
152367	Complaint-SF	AA - Suspect	SILVER SPRING	20901	The Basement does not meet the minimum requirements for escape and or rescued and must be vacted immediatly and not re-occupied.
150948	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	The sub-basement bedroom #5: does not meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used for sleeping at anytime. Failure to comply will result in the issuance of civil citations immediately. This sub-basement room is being used for combustion air for the gas furnace and the gas water heater.
150555	Complaint-SF	SF--Overcrowding	SILVER SPRING	20901	The basement and the basement bedrooms do not meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used as a separate apartment or for sleeping at any time. Failure to comply will result in the issuance of civil citations and emergency action to have the basement vacated.
149386	Complaint-MF	Multi-Family	SILVER SPRING	20901	the trash chute needs to be operable

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156012	Complaint-SF	AA - Suspect	SILVER SPRING	20902	Basement does not meet the minimum requirements for human habitation, emergency escape and/or rescue and cannot be used for sleeping, remove all beds and bedding immediately.
153092	Complaint-SF	SF--Overcrowding	SILVER SPRING	20902	Issued an emergency field notice to remove bedding from the basement within 24 hours. This basement can not be used for sleeping because it does not have proper egress.
153006	Complaint-SF	SF--Overcrowding	SILVER SPRING	20902	The newly constructed addition has been condemned and ordered vacated. It has not been finished and does not meet the minimum requirements for human habitation. The addition does not have a use and occupancy permit and has not been approved by The Montgomery County Department of Permitting Services. Failure to comply will result in the issuance of civil citations.
153006	Complaint-SF	SF--Overcrowding	SILVER SPRING	20902	The illegal room connected to the utility room with the gas furnace and gas water heater can not be used as a bedroom. The room does not meet the minimum requirements for human habitation, emergency escape and rescue openings. Failure to comply will result in the issuance of civil citations.
152870	Complaint-SF	Solid Waste-Vacant	SILVER SPRING	20902	Dwelling is hereby condemned and deemed unfit for human habitation and human occupancy. Dwelling is damaged, dilapidated and unsafe, creating a hazard to the health or safety of the public. Lacks entirely or partly illumination, ventilation, heating, water supply, or sanitation facilities, as required by chapter. Must demolish, remove, or repair. Structure must be maintained in good repair.
152461	Complaint-SF	Single Family	SILVER SPRING	20902	Fire damage, owner vacated.
151882	Complaint-MF	Multi-Family	SILVER SPRING	20902	Issued, signed and posted an EFN & Condemnation placard, this structure is hereby condemned as unfit for human habitation due to the following conditions excessive mold and water damage. Sleeping in and or occupying this unit is not allowed. This unit can not be re-rented until inspected by Montgomery County Code Inspector.
151550	Complaint-SF	AA - Suspect	SILVER SPRING	20902	EFN issued all beds and bedding must be removed as bedrooms have been condemned and can not be used for sleeping

151211	Complaint-SF	Single Family	SILVER SPRING	20902	The basement can not be used for sleeping until an inspection has been made to verify that it fit for human habitation. (Note: This is an addendum to and shall become a part of this original violation notice. Research of the property reveals that there are open DPS Permits on the property. The permits and the construction work for this rental property have not been approved. You must contact The Department of Permitting Services, and obtain approval for all of the construction work in the basement.) The house and the basement remained condemned until approval is obtained from the Department of Permitting Services and the Department of Housing and Community Affairs. Failure to comply will result in the issuance of civil citations.
151211	Complaint-SF	Single Family	SILVER SPRING	20902	The house does not meet the minimum requirements for human habitation and does not have electric service: failing smoke detectors, no hot water, no refrigeration, no lights, etc.
151211	Complaint-SF	Single Family	SILVER SPRING	20902	Effective Immediately. The electric service has been turned off, therefore the house can not be reoccupied until an inspection is made to verify that the house is fit for human habitation. Please contact me if you have any questions about the condemnation.
151029	Complaint-SF	SF--Overcrowding	SILVER SPRING	20902	The basement and the five (5) basement rooms/bedrooms do not meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used for sleeping. You must remove all the beds and bed frames from the rooms and cease using these rooms as a sleeping area immediately. Failure to comply or give access on the reinspection date will result in the issuance of civil citations.
150269	Complaint-MF	Multi-Family	SILVER SPRING	20902	Fire Damaged Unit

149790	Complaint-SF	Hoarding	SILVER SPRING	20902	The house is very unsanitary and unfit for human habitation. The house does not meet the minimum requirements for human habitation, emergency escape and rescue openings. There is also mold and mildew in the bathrooms and the basement hallway ceiling. The house must be vacated immediately. Failure to comply will result in the issuance of civil citations and court action. The house can not be re-occupied until all the violations cited have been corrected, and inspected by the Montgomery County Department of Housing and Community Affairs Housing Code Enforcement section.
149649	Complaint-SF	Single Family	SILVER SPRING	20902	All beds and bedding have been removed and rooms can not be used for sleeping unless egress windows are installed. Info sheet enclosed.
154959	Complaint-SF	Condominiums	SILVER SPRING	20903	Effective immediately.
154959	Complaint-SF	Condominiums	SILVER SPRING	20903	The basement and the basement rooms do not meet the minimum requirements for human habitation, emergency escape and/or rescue openings and can not be used for sleeping. Failure to comply may result in the issuance of civil citations immediately.
154598	Complaint-SF	SF--Overcrowding	SILVER SPRING	20903	The basement and the basement bedrooms #1and #2 have been been condemned and ordered vacated immediately. The basement, and the bedrooms do not meet the minimum requirements for human habitation, emergency escape and rescue openings and cannot be used for sleeping. Failure to comply will result in the issuance of civil citations immediately.
153446	Complaint-SF	SF--Overcrowding	SILVER SPRING	20903	The garage/shed has been condemned and ordered vacated immediately. It does not meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used for sleeping. The beds must also be removed immediately.
152475	Complaint-MF	Multi-Family	SILVER SPRING	20903	EFN and placard posted on front door.
152475	Complaint-MF	Multi-Family	SILVER SPRING	20903	EFN and placard posted on front door.
152475	Complaint-MF	Multi-Family	SILVER SPRING	20903	EFN and placard posted on front door.
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152475	Complaint-MF	Multi-Family	SILVER SPRING	20903	EFN and placard posted on front door.

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152224	Complaint-SF	Single Family	SILVER SPRING	20903	The illegal basement apartment and the two bedrooms do not meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used for sleeping at anytime. Failure to comply may result in the issuance of civil citations.
152224	Complaint-SF	Single Family	SILVER SPRING	20903	No electric and no water service.
150387	Complaint-SF	SF--Overcrowding	SILVER SPRING	20903	The basement and the basement bedroom do not meet the minimum requirements for human habitation, emergency escape and/or rescue openings and must be vacated immediately.
150387	Complaint-SF	SF--Overcrowding	SILVER SPRING	20903	Replace or repair the heating system in the basement.
150084	Complaint-SF	Single Family	SILVER SPRING	20903	The basement and the illegal basement bedroom do not meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used for sleeping,. You must cease sleeping in the basement and remove the beds. Failure to comply may result in the issuance of civil citations immediately.
149696	Complaint-SF	Single Family -	SILVER SPRING	20903	Severe roof and structural damage.
156186	Complaint-MF	Multi-Family	SILVER SPRING	20904	The kitchen needs to be inspected by a DHCA code enforcement inspector prior to the unit being occupied by a resident once repairs have been completed.
153643	Complaint-SF	SF--Overcrowding	SILVER SPRING	20904	The basement and the sub-basement bedrooms have been condemned and ordered vacated immediately. The rooms donot meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used for sleeping. Failure to comply may result in the issuance of civil citations.
153071	Complaint-SF	SF--Overcrowding	SILVER SPRING	20904	The basement and the basement bedrooms do not meet the minimum requirements for human habitation, emergency escape and rescue openings and must be vacated immediately. Failure to comply will result in the issuance of civil citations.
152468	Complaint-SF	AA - Suspect	SILVER SPRING	20904	EFN issued giving 24 hours to vacate, egress window info sheet handed out
151626	Complaint-SF	Solid Waste	SILVER SPRING	20904	The basement and the basement bedrooms do not meet the minimum requirements for human habitation, emergency escape and rescue openings and can not be used for sleeping. Failure to comply will result in the issuance of civil citations immediately.

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150695	Complaint-SF	Hoarding	SILVER SPRING	20904	The house is very unsanitary, does not have water and does not meet the minimum requirements for human habitation. The house is unfit for occupancy.
150349	Complaint-SF	Single Family	SILVER SPRING	20904	The basement and the illegal bedroom do not meet the minimum requirements for human habitation and for sleeping. You must cease using this area as a bedroom and for sleeping. Failure to comply will result in the issuance of civil citations.
149390	Complaint-SF	Rental Suspect	SILVER SPRING	20904	The attic has been condemned and ordered to vacate immediately. It does not meet the minimum requirements for human habitation, emergency escape and/or rescue openings. You must cease using the attic for sleeping purposes. Failure to comply may result in the issuance of civil citations. See emergency field notice signed on 7/19/18.
149390	Complaint-SF	Rental Suspect	SILVER SPRING	20904	The basement has been condemned and ordered to vacate immediately. It does not meet the minimum requirements for human habitation, emergency escape and/or rescue openings. You must cease using the basement for sleeping purposes. Failure to comply may result in the issuance of civil citations. See emergency field notice signed on 7/19/18.
154157	Complaint-SF	Single Family	SILVER SPRING	20905	Prior to renting property you must have a full inspection completed.
154130	Complaint-SF	Single Family -	SILVER SPRING	20905	
151593	Complaint-SF	Single Family	SILVER SPRING	20905	Apply for appropriate permits to demolish, remove or repair, unit within 30 days.
150395	Complaint-SF	Single Family	SILVER SPRING	20905	
150395	Complaint-SF	Single Family	SILVER SPRING	20905	The Premises at the said address is hereby condemned and is deemed unsafe for human habitation, do to mulitple life safety violations.
154165	Complaint-SF	Condominiums	SILVER SPRING	20906	
154101	Complaint-SF	Hoarding	SILVER SPRING	20906	Unit is condemned due to housekeeping and clutter.
154019	Complaint-SF	Single Family	SILVER SPRING	20906	EFN issued ordering room be vacated immediately
153934	Complaint-SF	AA - Suspect	SILVER SPRING	20906	EFN issued ordering basement vacated
153624	Complaint-SF	AA - Suspect	SILVER SPRING	20906	EFN issued ordering both basement bedrooms vacated due to lack of egress /no windows
153503	Complaint-SF	Single Family	SILVER SPRING	20906	Vacate property immediately. Do not occupy until water service has been restored!
151910	Complaint-SF	Single Family	SILVER SPRING	20906	EFN issued ordering room vacated due to lack of egress
149773	Complaint-SF	Solid Waste	SILVER SPRING	20906	EFN posted and condemnation placard

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149603	Complaint-SF	SF--Overcrowding	SILVER SPRING	20906	The entire unit has been condemned for emergency corrective actions, electrical wiring is unsafe, Obtain a certified, licensed electrician, apply for permits for work to be performed.
149344	Complaint-SF	SF--Overcrowding	SILVER SPRING	20906	EFN issued ordering basement bedroom 2 and 3 to be vacated due to lack of egress(window)
156635	Complaint-SF	AA - Suspect	SILVER SPRING	20910	EFN issued and posted ordering both bedrooms be vacated (window and window well)
155685	Complaint-MF	Multi-Family	SILVER SPRING	20910	
155685	Complaint-MF	Multi-Family	SILVER SPRING	20910	
155685	Complaint-MF	Multi-Family	SILVER SPRING	20910	
155685	Complaint-MF	Multi-Family	SILVER SPRING	20910	
155387	Complaint-MF	Hoarding	SILVER SPRING	20910	Placard posted and ordered vacate immediately. EFN issued and signed by management.
154107	Complaint-SF	AA - Suspect	SILVER SPRING	20910	Room in basement does not meet the minimum requirements for escape and/or rescue and must be vacated immediately. Remove all beds and bedding immediately.
153798	Administrative-SF	HOME	SILVER SPRING	20910	The gas utility room has been condemned and ordered vacated immediately. The utility room does not meet the minimum requirements for human habitation and can not be used for sleeping. You must cease using this area as a bedroom immediately. Failure to comply will result in the issuance of civil citations.
153168	Complaint-SF	Single Family	SILVER SPRING	20910	Basement - illegal accessory. Basement bedrooms (2) are hereby condemned as they do not meet the minimum requirement for emergency escape and/or rescue and cannot be used for sleeping/bedrooms and must be vacated immediately. All beds and bedding must be removed immediately.
153129	Complaint-SF	Single Family	SILVER SPRING	20910	Basement illegal accessory apartment CONDEMNED AS UNFIT FOR HUMAN HABITATION effective immediately due to unsanitary conditions and lack of required smoke detectors.
153129	Complaint-SF	Single Family	SILVER SPRING	20910	Dwelling condemned as unfit for human habitation due to lack of electric service.
150945	Complaint-SF	Condominiums	SILVER SPRING	20910	Wall to existing bedroom without the proper permit and emergency egress.
154077	Complaint-SF	Single Family	TAKOMA PARK	20912	Condemned basement room used for sleeping due to lack of proper egress.

152769	Complaint-SF	Takoma Park-- SFC	TAKOMA PARK	20912	Posted a condemnation sign and an emergency field notice. The basement unit is condemned due to mold, no smoke detectors, peeling paint. unsanitary conditions, damaged ceilings, lack of proper egress for sleeping rooms, and an illegal accessory apartment
151015	Administrative-M	Triennial 100%	Takoma Park	20912	Property was condemned on 5/9/19 due to gas leak throughout property. Confirmed 5/23/19 Tenant is still occupying condemned structure.
151015	Administrative-M	Triennial 100%	Takoma Park	20912	Property was condemned on 5/9/19 due to gas leak throughout property. Confirmed 5/23/19 Tenant is still occupying condemned structure.
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151015	Administrative-M	Triennial 100%	Takoma Park	20912	Property was condemned on 5/9/19 due to gas leak throughout property. Confirmed 5/28/19 Tenant is still occupying condemned structure.
151015	Administrative-M	Triennial 100%	Takoma Park	20912	Property was condemned on 5/9/19 due to gas leak throughout property. Confirmed 5/28/19 Tenant is still occupying condemned structure.
151015	Administrative-M	Triennial 100%	Takoma Park	20912	Property was condemned on 5/9/19 due to gas leak throughout property. Confirmed 5/28/19 Tenant is still occupying condemned structure.



Zip Code	Complaints	%
20814	1	0.65%
20815	1	0.65%
20817	1	0.65%
20833	4	2.58%
20837	1	0.65%
20841	1	0.65%
20850	2	1.29%
20852	5	3.23%
20853	2	1.29%
20854	1	0.65%
20855	3	1.94%
20860	1	0.65%
20866	1	0.65%
20874	10	6.45%
20876	6	3.87%
20877	2	1.29%
20878	1	0.65%
20879	6	3.87%
20886	10	6.45%
20895	9	5.81%
20901	12	7.74%
20902	15	9.68%
20903	16	10.32%
20904	9	5.81%
20905	5	3.23%
20906	10	6.45%
20910	12	7.74%
20912	8	5.16%
<b>Total:</b>	<b>155</b>	<b>100.00%</b>

## AMENDMENT

To Bill 18-19

*Beginning on page 2, lines 3-6, change paragraph (a) to read:*

- 1           (a) Definitions. As used in this Section[[.]]:
- 2                   Permanently displaced tenant means a tenant that is required to vacate
- 3                   rental housing for 30 days or more because the rental housing is
- 4                   condemned as unfit for human habitation under Section 26-13 through no
- 5                   fault of the tenant.
- 6                   Temporarily displaced tenant means a tenant that is required to vacate
- 7                   rental housing for less than 30 days because the rental housing is
- 8                   condemned as unfit for human habitation under Section 26-13 through no
- 9                   fault of the tenant.

*Beginning on page 2, lines 9-27, change paragraph (c) to read:*

- 10           (c) Relocation amount.
- 11                   (1) [[The relocation payment is the greater of:]] For a permanently
- 12                   displaced tenant, the landlord must, with 72 hours of the posting of
- 13                   the condemnation:
- 14                           (A) return to the permanently displaced tenant their security
- 15                                   deposit with required interest;
- 16                           (B) pay to the permanently displaced tenant any pro rata rent for
- 17                                   the remainder of the month; and
- 18                           (C) pay to the permanently displaced tenant the greater of:
- 19                                   (i) 3 months' fair market value rent for a unit of
- 20   comparable size, as established by the most current

1 Federal Department of Housing and Urban  
2 Development schedule of fair market rents for the  
3 Washington-Arlington-Alexandria area; or

4 [[B]] (ii) 3 months' of the tenant's actual rent at the time  
5 of relocation.

6 (2) For a temporarily displaced tenant, the landlord must, within 24  
7 hours of the posting of the condemnation:

8 (A) provide alternative, safe, legal, comparable housing, as  
9 determined by the Department, for the temporarily  
10 displaced tenant and their belongings for the term of the  
11 temporary vacancy; and

12 (B) pay for the costs of the immediate relocation of the  
13 temporarily displaced tenant and their belongings.

14 (C) At the end of the displacement period, the landlord must pay  
15 of the costs to move the tenant and their belongings back  
16 into their original rental unit.

17 (D) If the replacement unit provided under paragraph (c)(2)(a)  
18 is not comparable, the landlord must pay an approved  
19 allowance determined by regulation.

20 [[2) If a tenant is required to vacate the rental housing with less than 30  
21 days' notice, the relocation payment must also include either:

22 (A) 1 additional month's fair market value rent for a unit of  
23 comparable size, as established by the most current Federal  
24 Department of Housing and Urban Development schedule  
25 of fair market rents for the Washington-Arlington-  
26 Alexandria area; or

1                   (B) the provision of alternative, safe, and legal housing for 30  
2                   days after the tenant vacates.

3                   (3) The landlord must pay directly to a displaced tenant the relocation  
4                   payment within with 72 hours of the posting of the  
5                   condemnation.]]

*Beginning on page 3, lines 32-49, change paragraph (e) to read:*

6                   (e) [[Right of first refusal]] First right to reoccupy.

7                   (1) A landlord must provide a permanently displaced tenant with the  
8                   first right [[of first refusal]] to reoccupy rental housing on the site  
9                   once the rental housing becomes habitable.

10                  (2) The landlord must provide the permanently displaced tenant with  
11                  written notice of the tenant's first right [[of first refusal]] to  
12                  reoccupy. The notice must include the landlord's current address  
13                  and telephone number which the tenant can use to contact the  
14                  landlord.

15                  (3) It is the tenant's responsibility to provide the landlord with the  
16                  tenant's current address and/or telephone number to be used for  
17                  future notification.

18                  (4) When the rental housing becomes habitable, the landlord must give  
19                  written notice by certified mail to the tenant informing the tenant  
20                  that the housing is ready for occupancy.

21                  (5) If the landlord cannot locate a previous tenant after 2 attempts over  
22                  a 2-week period, the landlord is deemed to be in compliance with  
23                  [[the right of first refusal requirement]] the requirements of this  
24                  Section and the tenant's right [[of first refusal]] to reoccupy is  
25                  forfeited.

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(6) A permanently displaced tenant may waive their right to reoccupy the rental housing at any time after displacement.

*Beginning on page 3, lines 50-52, change paragraph (f) to read:*

(f) Exception. A landlord is not required to provide a relocation payment or provide a first right [[of first refusal]] to reoccupy to any permanently displaced tenant if the rental housing is condemned due to events that are beyond the control of the landlord.

## Chapter 21.03 RELOCATION ASSISTANCE FOR DISPLACED TENANTS\*

\* Editor's Note: Prior ordinances codified herein include portions of Ordinance Nos. 88-49, 88-47 and 86-41.

### Sections:

- 21.03.010 Intent and purpose.
- 21.03.020 Definitions.
- 21.03.030 Relocation assistance requirements.
- 21.03.040 Exceptions.
- 21.03.050 Rent increases during repairs.
- 21.03.060 Violation and penalty.
- 21.03.070 Private right of action.

### **21.03.010 INTENT AND PURPOSE.**

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The city council finds that tenants who are required to vacate structures rented for residential purposes due to unsafe or hazardous living conditions, or due to illegal use of the structure as a residence, or tenants who relocate due to a large rent increase, oftentimes confront difficulties in finding temporary housing while said structure is being repaired, and/or difficulties in finding other permanent affordable housing. Further, said difficulties create a financial hardship for said tenants. The city council also finds that property owners who do not maintain rental properties and who allow said structures to become unsafe or hazardous should bear responsibility for the hardship their actions create for said tenants. Therefore, the city council finds and declares it necessary to enact this chapter to protect the public health, safety and welfare. Nothing herein shall limit or preclude other remedies available to tenants under the law.


(Ord. 2018-20 § 1 (part), 2019: Ord. 2018-02 § 1 (part), 2018: Ord. 92-30 § 1, 1992: Ord. 91-43 § 5, 1991).

### **21.03.020 DEFINITIONS.**

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For purposes of this chapter, the following words and phrases, whenever used, shall be construed as defined in this section:

(a) "Large rent increase" shall mean a rent increase of more than five percent in one year or cumulatively more than seven percent in any two consecutive years (seven percent over two consecutive years includes compound interest; e.g., for a maximum five percent increase in one year followed by a one-and-nine-tenths percent increase in the following year).

 (b) "Relocation assistance" shall mean a relocation payment and the right of first refusal to reoccupy a residential structure, as defined in this section.

(c) "Relocation payment" shall mean:

(1) For tenants who are required to vacate structures rented for residential purposes due to unsafe or hazardous living conditions, or due to illegal use of the structure as a residence, the immediate payment of three months' fair market value rent for a unit of comparable size, as established by the most current Federal Department of Housing and Urban Development schedule of fair market rents, or three months of the tenant's actual rent at the time of relocation, whichever is greater, or other arrangements of equal benefit which are agreeable to the tenant as evidenced by a written agreement between the tenant and the property owner. Such agreement shall at a minimum contain each of the following components:

(A) The names of the current occupants of the unit being vacated, and an indication of who is considered the head of household therein;

(B) The address and the number of the unit from which the tenant is being displaced;

(C) A statement indicating the amount of relocation payment to which the tenant is entitled, according to the most current Federal Department of Housing and Urban Development schedule of fair market rent for the size of the subject unit;

(D) A statement that the tenant has waived the right to such relocation payment, and describing what, if any, alternative arrangements of equal benefit the landlord has agreed to provide the tenant, which is acceptable to the tenant in lieu of relocation payment; and

(E) The address, if known, of the location to which the tenant plans to move.

(2) Where a tenant is required to vacate a structure with less than thirty days' notice, relocation payment shall also include the immediate payment of one additional month's fair market value rent for a unit of comparable size, as established by the most current Federal Department of Housing and Urban Development schedule of fair market rents, or the provision of alternative, safe and legal housing for thirty days after the tenant vacates, whichever the tenant prefers.

(3) For tenants who relocate due to a large rent increase, the immediate payment of two months of the tenant's actual rent, prior to the effective date of the large rent increase, at the time of relocation or sooner if applicable pursuant to Section 21.03.030(a)(2), or other arrangements of equal benefit which are agreeable to the tenant as evidenced by a written agreement between the tenant and the property owner. Such agreement shall at a minimum contain each of the following components:

(A) The names of the current occupants of the unit being vacated, and an indication of who is considered the head of household therein;

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- (B) The address and the number of the unit from which the tenant is being displaced;
- (C) A statement indicating the amount of relocation payment to which the tenant is entitled, according to the most current lease or rental agreement;
- (D) A statement that the tenant has waived the right to such relocation payment, and describing what, if any, alternative arrangements of equal benefit the landlord has agreed to provide the tenant, which is acceptable to the tenant in lieu of relocation payment; and
- (E) The address, if known, of the location to which the tenant plans to move.

(4) "Immediate payment" of any relocation payment shall mean payment delivered to the tenant prior to the time the tenant vacates the unit.

(5) A relocation payment shall be a separate requirement and obligation payable to a tenant in addition to the refund of any security deposit pursuant to California Civil Code Section 1950.5 or the payment of interest accrued on said security deposit pursuant to Chapter 21.02.

(d) "Right of first refusal" shall mean the right of a tenant to reoccupy a residential structure on the site formerly occupied by said tenant, once the residential structure is repaired and becomes habitable, or once housing is redeveloped on the site.

(Ord. 2018-20 § 1 (part), 2019: Ord. 2018-02 § 1 (part), 2018: Ord. 92-30 § 2, 1992: Ord. 91-43 § 5, 1991).

### **21.03.030 RELOCATION ASSISTANCE REQUIREMENTS.**

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(a) Relocation Payment Due. The owner of any structure rented for residential purposes shall provide directly to each tenant a relocation payment as defined in Section 21.03.020 as follows:

- (1) Within one week of the notice to vacate or prior to the time the tenant vacates the unit, whichever comes first, for any notice of eviction or other order requiring a tenant to vacate any structure rented for residential purposes due to unsafe or hazardous living conditions or due to illegal use of the structure as a residence; or
- (2) Within twenty-one calendar days after a tenant gives the owner notice of intent to vacate due to a large rent increase. The relocation assistance shall be paid in the same manner and to the same individual(s) from whom rent payment has been received, or as otherwise agreed by all parties.

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(b) **Proof of Compliance.** In order to provide proof of compliance by the property owner with the relocation payment requirements due to unsafe or hazardous living conditions or due to illegal use of the structure as a residence, a copy of the check or money order provided to the tenant, and a receipt signed by the tenant, or a copy of the written agreement executed by the property owner and the tenant providing for and describing alternative arrangements, shall be provided to the code compliance specialist of the city of Santa Cruz department of planning and community development within five days of the date that the unit is vacated by the tenant.

(c) **Right of First Refusal.** Any tenant evicted or required to vacate any residential structure due to unsafe or hazardous living conditions or due to illegal use of the structure as a residence shall be given the right of first refusal to reoccupy a residential structure on the site once said structure becomes habitable, or once housing is redeveloped on the site.

(1) The owner of said structure shall, at the time the tenant vacates, provide written notice advising the tenant of the right of first refusal. Said notice shall include a current address and telephone number which can be used by the tenant to contact the owner.

(2) It shall be the tenant's responsibility to provide the owner of said structure with contact information consisting of the tenant's current address and/or telephone number to be used for future notification, and to provide updated contact information to the owner upon change of said information.

(3) Thereafter, when said structure, or a redeveloped structure on the same site, becomes habitable, the property owner shall give written notice to the tenant advising said tenant that the structure is ready for occupancy. Said written notice shall be made by certified mail, return receipt requested.

(4) If the property owner cannot locate a previous tenant after two attempts over a period of two weeks, the property owner shall be deemed to have complied with the right of first refusal provision of this chapter, and the tenant's right of first refusal shall thereafter be forfeited.

(Ord. 2018-20 § 1 (part), 2019: Ord. 2018-02 § 1 (part), 2018: Ord. 92-30 § 3, 1992: Ord. 91-43 § 5, 1991).

### **21.03.040 EXCEPTIONS.**

(a) Any tenant evicted or required to vacate as a result of unsafe or hazardous living conditions or illegal use, who is then in default of rent (except tenants withholding rent pursuant to state law for correction of unsafe or hazardous conditions), who refuses to vacate after the timely payment of the relocation payment, or who has caused or substantially contributed to the condition(s) giving rise to the abatement, shall not be entitled to receive relocation assistance from the property owner.

(b) Property owners are not required to provide relocation assistance to any tenant evicted or required to vacate a residential structure that becomes unsafe or hazardous due to recent events that are beyond the control of the property owner.

(c) For tenants who relocate due to a large rent increase, tenant shall provide such notice of intent to vacate no later than sixty days after the effective date of such increase. If such notice is not given by tenant within sixty days of effective date of rent increase, tenant is understood to have accepted such increase and is no longer eligible to claim relocation assistance from the property owner.

(Ord. 2018-20 § 1 (part), 2019: Ord. 2018-02 § 1 (part), 2018: Ord. 92-30 § 4, 1992: Ord. 91-43 § 5, 1991).

### **21.03.050 RENT INCREASES DURING REPAIRS.**

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(a) In those cases where the owner has been issued a notice and order by the city to repair or remedy unsafe or hazardous living conditions or illegal use of residential rental property and where said repairs or remediation does not require the relocation of tenants, thereby allowing tenants to remain in residence while said repairs are undertaken, it shall be unlawful for a property owner to increase the amount of rent for any structure rented for residential purposes during the time that repairs are being made pursuant to the city notice and order requiring said repairs. No rent increase shall thereafter be levied until the city has issued a notice of correction verifying the fact that said repairs or remediation has been completed.

(b) In those cases where a notice and order has been issued to a property owner by the city to repair or remedy unsafe or hazardous living conditions or illegal use of residential rental property, and where said notice and order has been issued by the city within ninety days of a rent increase levied by the property owner upon the tenants of the property, and where said repairs or remediation does not require the relocation of the tenants, thereby allowing tenants to remain in residence while said repairs are undertaken, the property owner shall be required to roll back rents to the rates of rent charged by the landlord prior to the subject rent increase. In addition, all excess rents collected by the property owner between the date of the rent increase and the date of the notice and order shall be refunded to the tenants. Thereafter, it shall be unlawful for the property owner to increase the amount of rent during the time that said repairs and remediation are being made pursuant to the subject notice and order requiring said repairs and no rent increase shall be levied until the city has issued a notice of correction verifying the fact that said repairs or remediation has been completed.

(Ord. 2018-20 § 1 (part), 2019: Ord. 2018-02 § 1 (part), 2018: Ord. 2001-12 § 1, 2001: Ord. 91-43 §5, 1991).

### **21.03.060 VIOLATION AND PENALTY.**

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Any violation of this chapter shall be deemed an infraction for the first offense. Any subsequent violation occurring within six months from the first offense shall be deemed a misdemeanor. In addition to any other available remedies and penalties, said offense(s) shall be subject to the remedies and penalties provided for in Title 4. In accordance with Section 4.12.030, an administrative civil penalty of up to two thousand five hundred dollars per day may be assessed for each day during which a property owner or manager fails to provide relocation assistance required by Section 21.03.030 following issuance of a written order or notice of violation by the city. Nothing herein

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shall limit the right of a tenant to enforce the obligations provided herein by civil action or by any other legal remedy which may be available to said tenant.

(Ord. 2018-20 § 1 (part), 2019: Ord. 2018-02 § 1 (part), 2018: Ord. 92-30 § 5, 1992: Ord. 91-43 § 5, 1991).

### **21.03.070 PRIVATE RIGHT OF ACTION.**

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Any person whose rights pursuant to this chapter have been violated shall have the right to file an action for injunctive relief and/or damages. Whoever is found to have violated this chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorney's fees. Treble damages shall be awarded for willful failure to comply with the payment obligation established by this chapter. Any action pursuant to this section shall be a civil matter and adjudicated through civil court.

(Ord. 2018-20 § 1 (part), 2019: Ord. 2018-02 § 1 (part), 2018).

**RCW 59.18.085****Rental of condemned or unlawful dwelling—Tenant's remedies—Relocation assistance—Penalties.**

(1) If a governmental agency responsible for the enforcement of a building, housing, or other appropriate code has notified the landlord that a dwelling is condemned or unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, a landlord shall not enter into a rental agreement for the dwelling unit until the conditions are corrected.

(2) If a landlord knowingly violates subsection (1) of this section, the tenant shall recover either three months' periodic rent or up to treble the actual damages sustained as a result of the violation, whichever is greater, costs of suit, or arbitration and reasonable attorneys' fees. If the tenant elects to terminate the tenancy as a result of the conditions leading to the posting, or if the appropriate governmental agency requires that the tenant vacate the premises, the tenant also shall recover:

- (a) The entire amount of any deposit prepaid by the tenant; and
- (b) All prepaid rent.

(3)(a) If a governmental agency responsible for the enforcement of a building, housing, or other appropriate code has notified the landlord that a dwelling will be condemned or will be unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, a landlord, who knew or should have known of the existence of these conditions, shall be required to pay relocation assistance to the displaced tenants except that:

(i) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which the condemnation or no occupancy order affects one or more dwelling units and directly results from conditions caused by a tenant's or any third party's illegal conduct without the landlord's prior knowledge;

(ii) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which the condemnation or no occupancy order affects one or more dwelling units and results from conditions arising from a natural disaster such as, but not exclusively, an earthquake, tsunami, windstorm, or hurricane; and

(iii) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which a condemnation affects one or more dwelling units and the tenant's displacement is a direct result of the acquisition of the property by eminent domain.

(b) Relocation assistance provided to displaced tenants under this subsection shall be the greater amount of two thousand dollars per dwelling unit or three times the monthly rent. In addition to relocation assistance, the landlord shall be required to pay to the displaced tenants the entire amount of any deposit prepaid by the tenant and all prepaid rent.

(c) The landlord shall pay relocation assistance and any prepaid deposit and prepaid rent to displaced tenants within seven days of the governmental agency sending notice of the condemnation, eviction, or displacement order to the landlord. The landlord shall pay relocation assistance and any prepaid deposit and prepaid rent either by making individual payments by certified check to displaced tenants or by providing a certified check to the governmental agency ordering condemnation, eviction, or displacement, for distribution to the displaced tenants. If the landlord fails to complete payment of relocation assistance within the period required under this subsection, the city, town, county, or municipal corporation may advance the cost of the relocation assistance payments to the displaced tenants.

(d) During the period from the date that a governmental agency responsible for the enforcement of a building, housing, or other appropriate code first notifies the landlord of conditions that violate applicable codes, statutes, ordinances, or regulations to the time that relocation assistance payments are paid to eligible tenants, or the conditions leading to the notification are corrected, the landlord may not:

(i) Evict, harass, or intimidate tenants into vacating their units for the purpose of avoiding or diminishing application of this section;

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(ii) Reduce services to any tenant; or

(iii) Materially increase or change the obligations of any tenant, including but not limited to any rent increase.

(e) Displaced tenants shall be entitled to recover any relocation assistance, prepaid deposits, and prepaid rent required by (b) of this subsection. In addition, displaced tenants shall be entitled to recover any actual damages sustained by them as a result of the condemnation, eviction, or displacement that exceed the amount of relocation assistance that is payable. In any action brought by displaced tenants to recover any payments or damages required or authorized by this subsection (3)(e) or (c) of this subsection that are not paid by the landlord or advanced by the city, town, county, or municipal corporation, the displaced tenants shall also be entitled to recover their costs of suit or arbitration and reasonable attorneys' fees.

(f) If, after sixty days from the date that the city, town, county, or municipal corporation first advanced relocation assistance funds to the displaced tenants, a landlord has failed to repay the amount of relocation assistance advanced by the city, town, county, or municipal corporation under (c) of this subsection, then the city, town, county, or municipal corporation shall assess civil penalties in the amount of fifty dollars per day for each tenant to whom the city, town, county, or municipal corporation has advanced a relocation assistance payment.

(g) In addition to the penalties set forth in (f) of this subsection, interest will accrue on the amount of relocation assistance paid by the city, town, county, or municipal corporation for which the property owner has not reimbursed the city, town, county, or municipal corporation. The rate of interest shall be the maximum legal rate of interest permitted under RCW **19.52.020**, commencing thirty days after the date that the city, town, county, or municipal corporation first advanced relocation assistance funds to the displaced tenants.

(h) If the city, town, county, or municipal corporation must initiate legal action in order to recover the amount of relocation assistance payments that it has advanced to low-income tenants, including any interest and penalties under (f) and (g) of this subsection, the city, town, county, or municipal corporation shall be entitled to attorneys' fees and costs arising from its legal action.

(4) The governmental agency that has notified the landlord that a dwelling will be condemned or will be unlawful to occupy shall notify the displaced tenants that they may be entitled to relocation assistance under this section.

(5) No payment received by a displaced tenant under this section may be considered as income for the purpose of determining the eligibility or extent of eligibility of any person for assistance under any state law or for the purposes of any tax imposed under Title **82** RCW, and the payments shall not be deducted from any amount to which any recipient would otherwise be entitled under Title **74** RCW.

(6)(a) A person whose living arrangements are exempted from this chapter under RCW **59.18.040**(3) and who has resided in or occupied one or more dwelling units within a hotel, motel, or other place of transient lodging for thirty or more consecutive days with the knowledge and consent of the owner of the hotel, motel, or other place of transient lodging, or any manager, clerk, or other agent representing the owner, is deemed to be a tenant for the purposes of this section and is entitled to receive relocation assistance under the circumstances described in subsection (2) or (3) of this section except that all relocation assistance and other payments shall be made directly to the displaced tenants.

(b) An interruption in occupancy primarily intended to avoid the application of this section does not affect the application of this section.

(c) An occupancy agreement, whether oral or written, in which the provisions of this section are waived is deemed against public policy and is unenforceable.

[ 2009 c 165 § 1; 2005 c 364 § 2; 1989 c 342 § 13.]

## NOTES:

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**Purpose—2005 c 364:** "The people of the state of Washington deserve decent, safe, and sanitary housing. Certain tenants in the state of Washington have remained in rental housing that does not meet the state's minimum standards for health and safety because they cannot afford to pay the costs of relocation in advance of occupying new, safe, and habitable housing. In egregious cases, authorities have been forced to condemn property when landlords have failed to remedy building code or health code violations after repeated notice, and, as a result, families with limited financial resources have been displaced and left with nowhere to go.

The purpose of this act is to establish a process by which displaced tenants would receive funds for relocation from landlords who fail to provide safe and sanitary housing after due notice of building code or health code violations. It is also the purpose of this act to provide enforcement mechanisms to cities, towns, counties, or municipal corporations including the ability to advance relocation funds to tenants who are displaced as a result of a landlord's failure to remedy building code or health code violations and later to collect the full amounts of these relocation funds, along with interest and penalties, from landlords." [ 2005 c 364 § 1.]

**Construction—2005 c 364:** "The powers and authority conferred by this act are in addition and supplemental to powers or authority conferred by any other law or authority, and nothing contained herein shall be construed to preempt any local ordinance requiring relocation assistance to tenants displaced by a landlord's failure to remedy building code or health code violations." [ 2005 c 364 § 4.]