

Event Q&A

These responses were provided on August 9, 2022, by one of the panelists at the virtual event “Housing Laws and Local Resources for Landlords & Property Managers.” Panelists’ responses below include staff from the Northwest Justice Project, City of Bellingham, Whatcom Dispute Resolution Center, and Opportunity Council.

1. Do any of the new requirements of the 2011 amendments to the Washington Landlord-Tenant Act apply to one-year leases or only to month-to-month tenancies?
 - Under RCW 59.18.650, only landlords who share the residence with the tenant can terminate a “month-to-month” tenancy without cause. Some of the “causes” in that section can terminate a lease before its term expires, and others can only be used for non-renewal.
2. Do Bellingham Municipal Code Sections 6.12.020 and 6.13.020 apply to one-year leases or only to month-to-month tenancies?
 - The BMC sections apply to both types of leases, but where state law is more restrictive, the state law applies.
3. Are either Bellingham Municipal Code Sections 6.12.020 or 6.13.020 affected or superseded by 2021 amendments to the Washington Landlord-Tenant Act?
 - Unless the landlord shares the dwelling, the landlord can no longer terminate a month-to-month tenancy without just cause, under state law.
4. What is the difference between “eviction” and ordinary notice due to sale of property or change of residence?
 - Essentially, giving “notice” is a precursor to an eviction – which is known as an unlawful detainer action. This is the type of court case you would file after you have given notice to terminate tenancy and the tenant has not moved out. If you are giving notice to terminate tenancy due to sale of property, and the tenant does not move out when the notice period expires, then you would have the option to move forward with the unlawful detainer court process to remove the tenant.
5. Is the lease ending no longer a “just cause” for ending a lease?
 - A landlord wishing to not renew a one-year lease MAY be able to do that with proper advance notice, see RCW 59.18.650(1). The fact that the lease term ended is not, in itself, sufficient cause to terminate the tenancy.
6. Is selling the property “just cause” for giving notice?
 - RCW 59.18.650 provides that the landlord can issue notice of intent to sell the property, and if the tenant does not vacate once the notice expires, then you can move forward with an unlawful detainer (eviction) action.
7. If you and the tenant agree to a year lease, or any other length of time, why is this no longer acceptable?

- In general, the law recognizes that residential tenants often have less experience with contracts than their landlords and need more protection. So, although some agreements are fine in the business context, they are not acceptable in the residential context. One example is the longstanding rule that residential leases of over one year are frowned upon, while commercial leases are frequently 5 years or longer.
8. What is the formula for how many people can occupy a 2 or 3 bedroom apartment?
 - There is no strict “formula”. The U.S. Department of Housing and Urban Development (HUD) encourages landlords to consider particular factors such as the size of bedrooms and other rooms that might be used as bedrooms, before setting an occupancy limit for an apartment or house as a whole. It is important not to discriminate against families and it is not legal to require that children of different genders occupy different bedrooms.
 9. What are the rules surrounding 60-day notices to terminate a residency, does one need a specific reason?
 - Please consult [RCW 59.18.650\(2\)](#) for a list of acceptable reasons for terminating a residency.
 10. What about service animals or Emotional Support Animals?
 - If a tenant has a qualifying disability, landlords are typically required to accommodate both service animals and certain emotional support animals. Visit [Sample Policy - Service Animals \(cob.org\)](#) for more information.
 11. What are the requirements for an ESA letter/prescription?
 - This official government site might be helpful:
https://www.hud.gov/program_offices/fair_housing_equal_opportunity/assistance/animals
 12. What, if anything, can be done with tenancy when the service animals are disturbing other tenants of a complex?
 - We suggest you contact the Eviction Resolution Pilot Program run by the [Whatcom Dispute Resolution Center](#) for help addressing conflicts with tenants.
 - In general, it is acceptable to set some criteria for a Service Animal or Emotional Support Animal’s behavior so that they are not interfering with other residents’ quiet enjoyment of the property.
 13. Is there a law about how much you can increase rent?
 - Prior to the update to the RCW, Bellingham City Ordinances required extra notice for some rent increases. See BMC 6.12 and RCW 59.18.140 to review the 60-day notice requirement for an increase in rent, regardless of the amount.
 - There are no laws limiting how much you can increase rent, only the notice that must be provided to tenants.

14. Does it matter if the tenant is listed on the lease or not when it comes to the possibility of the landlord using the Eviction Resolution Pilot Program (ERPP)?
- No, the landlord can use [the ERPP program](#) to engage with any tenant occupying the rental property.
15. Will the length of time one has to wait on rental assistance (through the Opportunity Council) be reduced in the future?
- Processing times are dependent on a number of factors including staffing, file corrections, tenant responses, but our intent is to process from signature to Payment Agreement Form in about 8 weeks.
16. Could those registered with the City's Rental and Safety Inspection program be notified of all future trainings? How would they be notified (email, usps, etc)?
- We will notify those registered on the City's RSSIP list by email for all future trainings that are hosted or co-hosted by the City.
 - For other future trainings in our community, we suggest you visit the new [Network of Whatcom Housing Providers – Off Campus Living \(www.edu\)](#) and sign up for the listerv of Whatcom Landlords & Housing Professionals.
17. Can a recommendation be made for a fair and reasonable rental agreement?
- The City of Bellingham and panelists do not have any recommendation for rental agreements and suggest that property owners consult an attorney to create a lease for their business. Other event participants suggested the following resources:
 - [www.Leaserunner.com](#)
 - [Home | RHAWA](#)
18. Is there a Property Management company that deals fairly with both owners and tenants?
- We cannot recommend specific businesses.
19. Is it considered discrimination if I choose to rent my house out to only adults with developmental disabilities?
- Probably not, but this is a unique situation, and we suggest you consult with an attorney to be sure.
20. Who should a landlord contact regarding keeping residential appliances in good order with thoughts of Bellingham energy policy? Specifically, if a gas fireplace is out of order and needs to be replaced, is there a city resource to consult regarding whether it should be replaced versus using electric?
- Contact the City at 360.778.8300 and you can put in touch with someone who can address this question.