

CITY OF COLLEGE PLACE, WASHINGTON: ORDINANCE No. 17-011

AN ORDINANCE ADOPTING 8.06 RESIDENTIAL RENTAL UNITS – LICENSING – CRIME FREE RENTAL HOUSING PROGRAM TO THE COLLEGE PLACE MUNICIPAL CODE

WHEREAS, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

WHEREAS, the City Council has the ability to adopt ordinances pertaining to public safety per RCW 35A.11.020; therefore

THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE DO ORDAIN AS FOLLOWS:

Section 1. Ordinance 17-011 is adopted which incorporates Exhibit 2: Chapter 8.06 Residential Rental Units – Licensing – Crime Free Rental Housing Program to the College Place Municipal Code as identified in this agenda bill packet.


Section 2. The civil infraction outlined in this code chapter shall be the same value as other civil infractions in the City of College Place at \$136 as outlined in the 2017 City of College Place, Washington Fee Schedule.

Section 3. Ordinance 17-011 shall be effective five days from and after its passage and publication.


PASSED by the City Council and approved by the Mayor this 28th day of March, 2017.



Mayor

ATTEST:
By: 

City Clerk

APPROVED AS TO FORM:
By: 

City Attorney

Chapter 8.06

RESIDENTIAL RENTAL UNITS—LICENSING—CRIME-FREE RENTAL HOUSING PROGRAM

Sections:

- 8.06.010 Rentals—Dwelling units—Definitions.
- 8.06.020 License voluntary.
- 8.06.030 Crime-free rental housing program.
- 8.06.040 Mandatory participation.
- 8.06.050 Notices.
- 8.06.060 License—Revocation.
- 8.06.070 Violations—Penalty.

8.06.010 Rentals—Dwelling units—Definitions.

The definitions in this section apply throughout this chapter unless otherwise provided.

- (a) “Crime-free rental housing program” means a crime prevention program designed to reduce crime, drugs, and gangs on rental housing premises under the supervision of the local police department or a crime prevention officer. The program may include, but is not limited to: property management and crime prevention training classes; crime prevention through environmental design surveys; and community awareness training.
- (b) “Criminal activity” means a criminal act defined by statute or ordinance that threatens the health, safety, or welfare of the tenants, owner, guests, occupants, or property manager.
- (c) “Person” means an individual, corporation, business trust, estate, trust, partnership, Limited Liability Company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.
- (d) “Residential dwelling unit” means any space, lot, structure or part of a structure which is used as a home, residence or sleeping place by one, two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, mobile homes, and hotels or motels allowing residence longer than thirty days.

8.06.020 License voluntary.

- (a) Rental License Voluntary. Except as provided in Section 8.06.040 this crime-free rental housing program is voluntary.
- (b) Application for License. Application shall be made at the College Place police department. The applicant shall provide:
 - (1) The address of each rental unit; and
 - (2) The manager and owner’s name and contact information to include mailing address and emergency phone numbers.

8.06.030 Crime-free rental housing program.

- (a) The City of College Place implements the College Place crime-free rental housing program. The city has established and will continue, through the city’s police department, a crime-free rental housing program that will be an active coalition of property owners, managers, residents and law enforcement with the goal of reducing crime and improving the quality of life for residents of rental housing. The crime-free rental housing program shall consist of the following:
 - (1) Licensing. The police department will provide and maintain licensing for crime-free rental housing within the City of College Place.

- (2) Workshop. Property owners, or their agent, manager and/or leasing staff, will receive workshop training without cost, that will include training on rental applications, rental agreements, tenant screening, evictions, working with the police, criminal activity identification, illicit drug use in rental properties, gang activity identification and crime prevention through environmental design (CPTED).
- (3) Public Records. The city police department will provide or make available for review, without cost and upon request, public records of activities occurring on rental property and of activities involving rental applicants and other occupants to tenant applicants, property owners, managers, and leasing staff of the affected property.
- (4) Certification that the owner/licensee requires execution of a crime-free lease/rental agreement addendum, substantially in the form below:

CRIME-FREE LEASE/RENTAL AGREEMENT ADDENDUM

Crime-Free Rental Housing Program

Rental property Name or Owner Name:

Full Rental Unit Address:

In consideration of the agreement for or execution or renewal of a lease/rental agreement of the dwelling unit identified in this addendum, Owner and Resident agree as follows:

- 1. Neither resident, nor any member of the resident's household, nor a guest, nor other person under the resident's control shall engage in criminal activity, including but not limited to drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use; or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. Section 8021)).
- 2. Neither resident, nor any member of the resident's household, nor a guest, nor other person under the resident's control shall engage in any act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on or near the said premises.
- 3. Neither resident, nor any member of the resident's household, nor a guest, nor any other person under the resident's control shall permit the dwelling unit to be used for or to facilitate criminal activity including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- 4. Neither resident, nor any member of the resident's household, nor a guest, nor any other person under the resident's control shall engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in RCW 69.41, 69.43, 69.50, 69.52, 69.55 on or near the dwelling unit premises.
- 5. Neither resident, nor any member of the resident's household, nor a guest, nor any other person under the resident's control shall engage in any criminal activity on or near the said premises, including but not limited to the following:
 - a. prostitution as defined in RCW 9A.88;
 - b. criminal street gang activity as defined in RCW 9.94A;
 - c. criminal street gang activity whether on or near the dwelling unit premises or otherwise, that cause the residence or neighboring residence(s) to be targeted by rival gang members;

- d. threatening or intimidating as prohibited in RCW 9A.46;
- e. assault as prohibited in RCW 9A.36 & 9A.44, including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises; or
- f. any breach of the lease / rental agreement that jeopardizes the health, safety and welfare of the landlord, landlord's agent or other tenants, or involving imminent serious property damage, as defined in RCW 9A.48, including but not limited to:
 - i. any theft as prohibited in RCW 9A.56;
 - ii. any burglary or car prowl as prohibited in RCW 9A.52;
 - iii. restraint of another as prohibited in RCW 9A.40; or
 - iv. engaging in any nuisance in violation of Chapter 8.06 of the College Place Municipal Code.

6. FAILURE OF ANY RESIDENT, ANY MEMBER OF THE RESIDENT'S HOUSEHOLD, ANY GUEST, OR ANY OTHER PERSON UNDER THE RESIDENT'S CONTROL TO COMPLY WITH THE ABOVE PROVISIONS SHALL BE A MATERIAL NONCOMPLIANCE WITH THE LEASE/RENTAL AGREEMENT AND SHALL ENTITLE THE LANDLORD TO GIVE NOTICE TO COMPLY OR QUIT (IF REQUIRED BY LAW) AND TO PURSUE ALL REMEDIES AVAILABLE TO THE LANDLORD UNDER THE RESIDENTIAL LANDLORD-TENANT ACT OF 1973 (REVISED CODE OF WASHINGTON CHAPTER 59.18) AND MANUFACTURED/MOBILE HOME LANDLORD-TENANT ACT (REVISED CODE OF WASHINGTON CHAPTER 59.20), AS APPLICABLE, AND ALL OTHER REMEDIES OTHERWISE PROVIDED BY LAW TO TERMINATE THE TENANCY AND EVICT THE RESIDENTS.

7. Unless otherwise required by law, proof of criminal activity shall not require criminal conviction, but shall be by a preponderance of the evidence.

8. Landlord, or his/her agent, upon notification in writing by College Place Police, of any failure of a resident, any member of the resident's household, or a guest, or any other person under the resident's control, to comply with any provision of this addendum, will within three business days of receipt of such notice, serve notice on the residents to comply or quit (if required by law) and pursue all remedies against the residents available to the landlord under the Residential Landlord-Tenant Act of 1973 and the Manufactured/Mobile Home Landlord-Tenant Act, as applicable, and all other remedies provided by law to terminate the tenancy and evict the residents.

9. In case of conflict between the provisions of this addendum and any other provisions of the lease/rental agreement, the provisions of the addendum shall govern; provided that in the event any provision of this addendum is prohibited by the Residential Landlord-Tenant Act of 1973 or the Manufactured/Mobile Home Landlord-Tenant Act, such prohibited provision shall be of no force or effect.

10. This LEASE/RENTAL AGREEMENT ADDENDUM is incorporated into the lease/rental agreement agreed upon, executed or renewed this date between Owner and Resident.

Resident's Signature:

Date: _____

Owner/Property Manager's Signature:

Date: _____

- (5) Pursuit of remedies for failure to comply with the crime-free lease/rental agreement addendum.
- (b) Each owner/licensee participating in the College Place crime-free rental housing program, or the owner's/licensee's designee who actively manages the rental housing facility, will attend and complete, at least every two years, the College Place police department's crime-free rental housing workshop or shall provide evidence, satisfactory to the police chief, of successful completion of an equivalent program.
- (1) Upon successful completion of the crime-free rental housing workshop, the owner/licensee or designee shall receive a "certificate of completion" from the city police department attesting that the owner/licensee or designee has successfully completed the crime-free rental housing workshop.
- (2) Proof of attendance at the workshop must be provided within six months of application for licensing or with any change in management responsibility of a rental property.
- (c) The requirement of execution of a crime-free lease/rental agreement addendum applies to any and all residential rental/lease agreements of the owner/licensee as follows:
- (1) In the absence of a rental/lease agreement, the owner/licensee must require execution of a crime-free lease/rental agreement addendum within two months of the execution of the agreement to participate in the College Place crime-free rental housing program.
- (2) If the existing rental/lease agreement is month to month, the owner/licensee must require execution of a crime-free lease/rental agreement addendum within two months of the execution of the agreement to participate in the College Place crime-free rental housing program.
- (3) If a written residential rental/lease agreement for a specific term is in effect on the date of execution of the agreement to participate in the College Place crime-free rental housing program, the owner/licensee must require execution of a crime-free lease/rental agreement addendum upon renewal or continuation not specifically provided for in such rental/lease agreement.
- (4) The owner/licensee shall require execution of a crime-free lease/rental agreement addendum in all written residential rental/lease agreements for a specific term executed after the execution of the agreement to participate in the College Place crime-free rental housing program.
- (d)(1) An owner/licensee participating in the College Place crime-free rental housing program, or his/her agent, upon notification in writing by the College Place police of any failure of a resident, any member of the resident's household, or a guest, or any other person under the resident's control, to comply with the crime-free lease/rental agreement addendum or in the absence of this addendum upon written notification of criminal activity contained in this addendum, will within five business days of receipt of such notice, serve notice on the residents to comply or quit (if required by law) and pursue all remedies against the residents available to the owner/licensee under the Residential Landlord-Tenant Act of 1973 and the Manufactured/Mobile Home Landlord-Tenant Act, as applicable, and all other remedies provided by law to terminate the tenancy and evict the residents. Such notice to the owner/licensee shall set forth the following:
- (A) The date and location of the occurrence/noncompliance;
- (B) The nature of the occurrence/noncompliance; and
- (C) The name of the person or persons engaged in the occurrence/noncompliance.
- (2) Such notice shall include copies of any public records of the occurrence/activities of noncompliance on or about the owner/licensee's property occupied by the residents. An owner/licensee may dispute the notice of

occurrence/noncompliance from the police department by requesting a hearing before the College Place police chief or his designee within five business days of delivery of the notice. Such hearing shall be held within five business days of the request for a hearing. At the hearing, the police department shall present any and all public records of activities and testimony in support of the notice of occurrence/noncompliance, and the owner/licensee shall have the opportunity to present testimony and evidence. Within five business days of such hearing, the chief of police or his designee shall issue a decision whether to confirm or withdraw the notice of occurrence/noncompliance. If the notice of occurrence/noncompliance is confirmed, the owner/licensee shall take action as required by this subsection.

(3) The failure of an owner/licensee to take such action within thirty days of such confirmed notice shall be a violation of this chapter and shall be grounds for revocation of the owner's/licensee's residential rental housing license pursuant to the provisions of this chapter and shall be a C-5 civil infraction. A landlord or tenant aggrieved by the decision of the chief of police or his designee may seek review within thirty days of such decision by the district or superior courts of the state of Washington.

8.06.040 Mandatory participation.

(a) Criminal Activity. The city through its police department shall require an owner/licensee to participate in the College Place crime-free rental housing program as provided herein, upon an owner/licensee receiving two or more notices of instances of criminal activity on the premises of a specific residential dwelling unit for which the owner/licensee owns or manages unless the owner/licensee can demonstrate to the police department that he has made a good faith effort to deter the criminal activity or the tenants have vacated the dwelling unit. A good faith effort may include, but is not limited to:

(1) Service of notice on the tenant at such premises to comply or quit as allowed by law or the commencement of an unlawful detainer action against the tenant in occupancy; and

(2) Attendance and completion of the police department's crime-free rental housing workshop or successful completion of an equivalent program as approved by the city's chief of police.

(b)(1) Notice of Criminal Activity. Upon the occurrence of criminal activity on the premises of a residential dwelling unit for which an owner/licensee holds a license, the city police department shall deliver a notice to such owner/licensee setting forth the following:

(A) Date and location of the occurrence;

(B) The nature of the occurrence;

(C) The name of the person or persons who engaged in the occurrence.

(2) Such notice shall also include copies of any public records of any such criminal activity. An owner/licensee may dispute the notice of criminal activity from the police department by requesting a hearing before the College Place police chief or his designee within five business days of delivery of the notice. Such hearing shall be held within five business days of the request for a hearing. At the hearing, the police department shall present any and all public records of activities and testimony in support of the notice, and the owner/licensee shall have the opportunity to present testimony and evidence. Within five business days of such hearing, the chief of police or his designee shall issue a decision whether to confirm or withdraw the notice, which decision shall be final.

(c) Notice of Requirement to Participate in College Place Crime-Free Rental Housing Program. Upon delivery of two or more notices of an instance of criminal activity on the premises of a specific residential dwelling unit to an owner/licensee, the police department shall also issue a notice to such owner/licensee of the requirement that the owner/licensee participate in the College Place crime-free rental housing program. An owner/licensee may dispute the notice and requirement to participate in the College Place crime-free rental housing program by requesting a hearing before the College Place police chief or his designee within five business days of delivery of the notice. Such hearing shall be held within five business days of the request for a hearing. At the hearing, the police department shall present any and all public records of activities and testimony in support of the notice, and the owner/licensee shall have the opportunity to present testimony and evidence. Within five business days of such hearing, the chief of police or his

designee shall issue a decision whether to confirm or withdraw the notice, which decision shall be final. Unless the notice is withdrawn, the failure of an owner/licensee to participate in the College Place crime-free rental housing program within thirty days of receipt of the notice of required participation shall be a violation of this chapter and shall be grounds for revocation of the owner's/licensee's residential rental housing license pursuant to the provisions of this chapter and shall be a civil infraction.

8.06.050 Notices.

Any notice under this chapter is deemed properly delivered when it is either served upon the owner/licensee or the owner's/licensee's designee who actively manages the residential dwelling unit, or is delivered by first class mail to the last known address of the owner/licensee or owner's/licensee's designee. Delivery by first class mail shall be deemed complete three days after the notice is placed in the mail.

8.06.060 License—Revocation.

Any license issued under the provisions of this chapter may be revoked pursuant to the provisions of this chapter. Once revoked, the owner/licensee may reapply for a residential rental housing license. Issuance of a residential rental housing license to such owner/licensee shall be conditioned upon the owner/licensee participating in the College Place crime-free rental housing program. Revocation of a residential rental housing license shall prevent the owner/licensee from continuing to rent/lease the residential dwelling unit until such time as the crime-free rental license is reissued.

8.06.070 Violations—Penalty.

Failure of a person to secure and maintain a residential rental housing license, when required by this chapter, is a civil infraction whose value is set forth in the annual fee schedule adopted by City Council.