

**AN INITIATIVE OF THE PEOPLE OF THE CITY OF BELLINGHAM, WASHINGTON,
RELATING TO RESIDENTIAL LANDLORD TENANT RELATIONS, ADOPTING A NEW
CHAPTER IN TITLE 6 OF THE BELLINGHAM MUNICIPAL CODE PROTECTING THE
FREEDOMS OF SPEECH, ASSEMBLY, AND ASSOCIATION FOR TENANTS FREE FROM
RETALIATION**

WHEREAS, the constitutional ideals of free speech, assembly, and association should be safeguarded for all; and

WHEREAS, tenants face barriers to these freedoms in repressive rental agreement provisions, threats and intimidation, and retaliation; and

WHEREAS, there are widespread violations of existing tenant protections and fear of retaliation undermines opportunities for tenants to vindicate their rights under the law; and

WHEREAS, fear of retaliation deters tenants from reporting unsafe and unhealthy housing conditions, thereby undermining the City's interest in ensuring safe and habitable housing for all residents; and

WHEREAS, the shortage of safe and affordable housing heightens the vulnerability experienced by tenants; and; and

WHEREAS, tenants may have limited power in addressing problems alone and greater efficacy together with their neighbors and other tenants across the city; and

WHEREAS, restrictions on speaking and gathering with neighbors is antithetical to research findings that strong relationships with neighbors is a predictor of well-being, especially during emergencies and natural disasters; and

WHEREAS, existing state protections against retaliation under the Residential Landlord Tenant Act are limited and are silent on the rights of tenants to free speech, assembly, and association; and

WHEREAS, it is in the interest of the City of Bellingham to provide for the rights of tenants to free association, speech, and assembly and to protect tenants from retaliation when exercising their rights under the law.

NOW THEREFORE, THE PEOPLE OF THE CITY BELLINGHAM DO ORDAIN:

A new chapter shall be added to Title Six of the Bellingham Municipal Code, to read as follows:

**PROTECTING THE FREEDOMS OF SPEECH, ASSEMBLY, AND ASSOCIATION FOR
TENANTS FREE FROM RETALIATION**

SEC. 1. INTENT AND FINDINGS.

- A. Fear of retaliation may cause tenants to remain silent about serious safety and habitability issues, violations of the law, and other forms of mistreatment. Fear of retaliation may also prevent tenants from organizing with their neighbors.
- B. Rights to speech, assembly, and association free from retaliation are essential to ensuring cohesive, safe, and welcoming communities and the ability of tenants to vindicate their existing rights under state and local law.
- C. State law provides for some protections against retaliation, and the voters of the City of Bellingham intend for its code to provide additional protections.

SEC. 2. PROTECTING THE RIGHTS OF TENANTS TO SPEECH, ASSEMBLY, AND ASSOCIATION

- A. No landlord shall interfere with or prohibit any of the following rights of tenants to speech, assembly, and association under this chapter:
 - 1. The right to complain or report to a governmental authority concerning the failure of the landlord to substantially comply with any code, statute, ordinance, or regulation governing the maintenance or operation of the premises;
 - 2. The right to assert or enforce their rights and remedies as provided for under the law;
 - 3. The right to make inquiries about protections;
 - 4. The right to inform others about their rights;
 - 5. The right to discuss with others, including other tenants, issues related to the tenancy, building affairs, and related issues;
 - 6. The right to inform the landlord, or a tenant union or similar organization about an alleged violation;
 - 7. The right to inform legal counsel or any other person about an alleged violation;
 - 8. The right to bring a civil action for an alleged violation;
 - 9. The right to testify in a proceeding under or related to this chapter or any other chapter of the Bellingham Municipal Code;

10. The right to refuse to participate in any activity that would result in a violation of city, state, or federal law;
 11. The right to oppose any policy, practice, or act that is unlawful under this chapter or other chapters of the Bellingham Municipal Code or RCW 59.18;
 12. The right to engage in political organizing, including voter registration, encouraging voting, and tenants' rights advocacy; or
 13. The right to be a member of any religious institution, neighborhood association, political party, advocacy group, tenant union, or other similar organization.
- B. No landlord shall prohibit the tenant or the tenant's authorized agent or agents, including a voter registration volunteer or tenant organizer when invited by the tenant or tenants, from engaging in any of the following activities when related to building affairs, tenant organization, or voter registration:
1. Distributing leaflets in a lobby or other common areas, at or under tenants' doors, or both;
 2. Posting signs in their windows, or if applicable, in yards;
 3. Registering residents to vote or encouraging voting;
 4. Posting information on bulletin boards, provided that tenants comply with all generally applicable rules of the landlord governing the use of such boards. Such rules cannot specifically exclude the posting of information related to tenant organizing activities if the rules permit posting of other types of information by tenants;
 5. Initiating contact with tenants;
 6. Assisting tenants to participate in any tenant union, voter registration, or neighborhood association activities; or
 7. Holding meetings, including political events or forums for speeches of public officials or candidates for public office, unattended by management, conducted at reasonable times and in an orderly manner on the premises, held in any community rooms or recreation rooms if these rooms are open for the use of the tenants; provided that the tenant complies with all other generally applicable rules of the landlord governing the use of such rooms. Any generally applicable rules must be written and posted in or near such a room. If a community or recreation room is not available, meetings may take place in common areas which include a

laundry room, hallway, or lobby; provided all generally applicable rules of the landlord governing such common areas and applicable fire and safety codes are followed.

- C. If a multifamily housing property does not have a consistently enforced, written policy against canvassing, the multifamily housing property shall be treated as if it has a policy favoring canvassing.
- D. If a multifamily housing property has a consistently enforced, written policy against canvassing, a tenant shall accompany a tenant organizer or voter registration volunteer who is not a tenant while the tenant organizer is on the property of the multifamily housing property. The tenant organizer who is not a tenant shall be afforded the same privileges and rights of access as other tenant guests in the normal course of operations.

SEC. 3. RETALIATION PROHIBITED.

- A. No landlord may intimidate any person because that person is engaging in activities designed to make tenants aware of rights granted or protected by federal, state, or local law, because that person is encouraging tenants to exercise their rights, or because that person is engaging in political speech or political organizing.
- B. It is a violation of this chapter for any landlord or other person to retaliate against a tenant, prospective tenant, or other person attempting to exercise rights conferred by this chapter. Retaliation includes, but is not limited to, any of the following:
 - 1. Refusing to provide, accept, or approve a rental application, rental agreement, or renewal of a rental agreement;
 - 2. Applying more onerous terms, conditions, or privileges to a rental application process or rental agreement, including increased rent or fees;
 - 3. Misrepresenting any material fact when providing a rental reference about a tenant;
 - 4. Alleging, threatening or implying a willingness to allege to a government agency that a tenant, prospective tenant, or a family member of the tenant or prospective tenant is without lawful presence in the United States;
 - 5. Failing to provide standard maintenance or failing to comply with other standard duties required of the landlord as set forth in RCW 59.18.060;
 - 6. Entering a tenant's unit without proper advance notice; or

7. Evicting or threatening to evict a tenant, including serving a notice pursuant to an unlawful detainer or other eviction action, filing an unlawful detainer or other eviction action, ending or refusing to continue a periodic tenancy, or failing to renew or recertify any program necessary to maintain tenancy.

C. If the landlord takes any of the actions identified in this subsection within 210 days of the date that a tenant or prospective tenant has exercised any of their rights or taken any action protected under this chapter, there shall be a rebuttable presumption that the action was taken in retaliation for the exercise of those rights.

D. Protections in this section apply to those who mistakenly but in good faith allege violations of this chapter.

SEC. 4. RENTAL AGREEMENT PROVISIONS IN VIOLATION VOID.

- A. *Findings.* It is in the interest of the public to ensure rental agreements comply with this chapter. Rental agreement provisions that purport to waive the rights of tenants undermine this chapter's intent to provide equal protection under the law. Any such provisions, even when legally unenforceable, may still mislead tenants about their rights and discourage tenants from vindicating their rights under the law. Therefore, it furthers the goals of this chapter to prohibit such provisions and provide for penalties for their inclusion in new or amended lease agreements.
- B. No rental agreement may provide that the tenant sign a nondisclosure agreement relating to the lease agreement or details of the offer, including, but not limited to, rent amount, security deposits or fees, rent concessions, move-in gifts, or lease specials or terms.
- C. No rental agreement may provide that the tenant agrees to waive or forgo any right to bring, join, or otherwise participate in or maintain any cause of action against the tenant's landlord or the landlord's representatives or agents including, but not limited to, class actions.
- D. Any provision of a rental agreement or lease that violates this chapter shall be deemed against public policy and shall be void and unenforceable.
- E. The provisions of this chapter may not be waived, and any term of any rental agreement or other agreement that purports to waive or limit a tenant's substantive or procedural rights under this chapter is contrary to public policy, unenforceable, and void.
- F. The inclusion of any provision prohibited under this chapter in a rental agreement entered or renewed after the effective date of this chapter is a violation of this chapter.

SEC. 5. NOTICE AND POSTING.

- A. Within 60 days of the effective date of this chapter, the city shall create and make available a poster describing the rights of tenants under this chapter, which may be updated and republished annually, as well as a publicly available webpage explaining the rights and responsibilities of tenants and landlords under this chapter. The website and poster shall include information on reporting violations to the city and referrals to outside resources.
- B. The landlord of every residential rental property in the city shall post the tenant rights poster in a conspicuous location within the rental property, such as in a common area (e.g., laundry room, hallway, or lobby) where it is visible to all tenants. The poster shall be posted in a manner that allows tenants to read it easily without obstruction.
- C. If in-person posting is infeasible due to the nature of the rental property (e.g., single-family homes or other properties without shared common areas), the landlord may comply with this requirement by posting the tenant rights poster on a website or online platform where tenants can easily access the poster or by transmitting a digital or physical copy of the poster to the tenant within one year of the effective date of this chapter and at the beginning of any new tenancy.

SEC. 6. ADDITIONAL AFFIRMATIVE DEFENSES CREATED.

In addition to any other legal defense a tenant may have:

- A. It is an affirmative defense to an unlawful detainer or other eviction action that a landlord is in violation of this chapter; and
- B. It is a defense to any action to enforce a rental agreement, to impose penalties, or to forfeit a deposit contrary to the requirements of the chapter that the landlord is in violation of this chapter.
- C. A tenant or other person who prevails in either defense shall be awarded reasonable attorney's fees and costs.

SEC. 7. CIVIL ACTION REMEDY.

- A. In addition to any other remedy provided by this chapter or allowed by law, any tenant or class thereof claiming injury may bring an action in a court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.

- B. A tenant organization may also seek injunctive relief on their own behalf or on behalf of affected members.
- C. A landlord or other person who is in violation of this chapter is liable to the tenant, prospective tenant, or other person, or class thereof, in a private right of action for:
 - 1. Three times the actual damages suffered by the tenant or \$2000, whichever is greater;
 - 2. Up to \$1,000 in punitive damages for any interference with the activities protected under Section 2 of this chapter;
 - 3. After January 1st, 2027, \$250 for each lease provision in a new or amended lease agreement in violation of this chapter; and
 - 4. Costs of suit or arbitration, reasonable attorney's fees, as well as other forms of relief.

SEC. 8. CITY ENFORCEMENT.

- A. *Findings.* City enforcement affords additional meaningful support for tenants seeking to vindicate their rights and benefits the public welfare. While the City may not always have the resources to pursue robust enforcement, this section is intended to provide the option of city enforcement when called for by egregious violations or when permitted by city resources.
- B. The Director is authorized to enforce this chapter and may promulgate rules and regulations to implement this chapter, it shall be unlawful to violate or fail to comply with this chapter and any rules or regulations promulgated thereunder.
- C. The City Attorney is also authorized to investigate and, if they deem appropriate, initiate legal or other action to remedy any violation of this chapter.
- D. A person violating this chapter commits a civil infraction and may be issued a citation and assessed a monetary penalty as described in this section:
 - 1. A fine not to exceed \$500.00 for a first violation; or
 - 2. A fine not to exceed \$1,000.00 for a second or subsequent violation.
 - 3. For the purposes of this section, it may be considered a separate violation for each tenant or prospective tenant affected and for each day during any portion of which any violation of any provision of this chapter is committed, permitted, or continued.

- E. Any citation is final unless it is contested within 15 days of the date issued. Any person who receives a notice of infraction may contest the citation by requesting a hearing from the Bellingham Municipal Court within 15 days of the date of the citation.
- F. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking enforcement actions against a person where other persons may also be potentially responsible persons, nor is the City required to take enforcement action against all potentially responsible persons.

SEC. 9. MISCELLANEOUS PROVISIONS.

- A. Remedies and penalties provided in this chapter are in addition to any other existing legal remedies and are not intended to be exclusive.
- B. Nothing in this chapter eliminates a tenant's rights under a rental agreement, including the right to civil relief if a landlord violates a rental agreement.
- C. All provisions in this chapter should be read in harmony with state and federal law, and if there is any question or conflict between Bellingham and state law, state law will apply.

SEC. 10. SEVERABILITY.

If any section, sentence, clause, phrase, or provision of this chapter or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, that invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision and the remainder of this chapter or the application of those provisions to other persons or circumstances.

SEC. 11. DEFINITIONS.

For the purposes of this chapter:

"Actual damages" means economic and non-economic damages.

"Director" means the director of the Planning and Community Development department, or their designees.

"Family" means spouses, domestic partners, former spouses, former domestic partners, adult persons related by marriage, siblings, persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating

relationship, extended relatives including cousins, aunts, and uncles, and persons who have a parent-child relationship, including parents, stepparents, grandparents, adoptive parents, guardians, foster parents, or custodians of minors.

“Interfere” means any action or inaction that prevents, discourages, restricts, or impedes a tenant from exercising rights protected in this chapter, including, but not limited to, imposing penalties, threats, intimidation, misrepresentation, harassment, discriminatory treatment, refusing services, or denying access.

“Intimidate” means to compel or deter by or as if by threats.

“Landlord” has the same meaning as in RCW 59.18.030(16).

“Tenant” has the same meaning as in RCW 59.18.030(16).

“Rental agreement” shall have the same meaning 59.18.030(30).

“Voter registration volunteer” means any person complying with the requirements under RCW 29A.08.115.