



City of Bellingham

City Council Special Meeting Agenda

June 2, 2025, 10:00 AM

Mayor: Kimberley Lund
Council Members: Hannah Stone, Hollie Huthman,
Daniel Hammill, Edwin H. "Skip" Williams, Lisa Anderson, Michael
Lilliquist and Jace Cotton
Legislative Office Manager: Jackie Weller

Contact: (360) 778-8100, mayorsoffice@cob.org
Contact: (360) 778-8200, ccmail@cob.org
<https://cob.org/council>

****Note: This meeting will take place in the Mayor's Boardroom on the second floor of City Hall, 210 Lottie Street, Suite 227****

Members of the public wishing to view the meeting in person may do so in the Mayor's Boardroom on the second floor of City Hall, 210 Lottie Street, Bellingham, WA. Council meetings are streamed live via the City's website at <https://cob.org/meetings> and on the City's YouTube channel at <https://cob.org/btv>. Meetings are also broadcast in high definition on BTV on Comcast channel 321, and in standard definition on Comcast channel 10. Members of the public who do not have cable or Internet access may listen to the meeting via telephone by using any of the following phone numbers:

• (253) 215-8782 • (346) 248-7799 • (669) 900-6833 • (301) 715-8592 • (312) 626-6799

Meeting ID: **845 4400 6994**

Password: **9**

Call to Order

Committee Of The Whole

Hollie Huthman, Chair

Hannah Stone, Daniel Hammill, Edwin H. "Skip" Williams, Lisa Anderson, Michael Lilliquist, Jace Cotton

- | | | | |
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| 24501 | 1. | Work Session on an Ordinance Relating to Landlord Tenant Relations, Adopting a New Chapter in Title 6 of the Bellingham Municipal Code Prohibiting Landlords from Charging Tenants Unfair or Excessive Fees in Residential Rental Agreements and Leases | p. 3 |
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| 24502 | 2. | Work Session on an Ordinance Related to Manufactured/Mobile Home Landlord Tenant Relations, Adopting a New Chapter in Title 6 of the Bellingham Municipal Code Prohibiting Landlords from Charging Unfair or Excessive Fees in Manufactured/Mobile Home Lease Agreements | p. 14 |

Adjournment

Agenda Information

Council Committee and Regular Meeting agendas and agenda packets, which contain the supporting documentation for agenda items, are available to the public Wednesday afternoon prior to the meeting. They are posted at <https://cob.org/meetings>. Meetings are streamed live at <https://cob.org/btv> on the internet as they occur

Accessibility

The Mayor's Boardroom is fully accessible. Elevator access to the second floor is available at City Hall's west entrance. Hearing assistance is available, and a receiver may be checked out through the Deputy City Clerk prior to the evening session. For additional accommodations, contact the Council Office at 778-8200 in advance of the meeting. Thank you.

Next City Council Committee Meetings: Wednesday, June 4, 2025

Deadline to submit material for any public hearing for inclusion in the published agenda packet is 10:00 a.m. on Wednesday prior to the meeting.



City Council Agenda Bill

24501

Bill Number

Subject: Work Session on an Ordinance Relating to Landlord Tenant Relations, Adopting a New Chapter in Title 6 of the Bellingham Municipal Code Prohibiting Landlords from Charging Tenants Unfair or Excessive Fees in Residential Rental Agreements and Leases

Summary Statement: The Bellingham City Council is weighing two proposed ordinances that define which rental fees are permitted, limit amounts for some rental fees, and promote fee transparency. Work on these ordinances has been ongoing since fall of 2024 and has included a public engagement process. An executive summary and full report of this public engagement work are available at engagebellingham.org. At this work session, Council will have dedicated time to discuss the ordinances in depth, offer and vote on amendments, and ask questions of staff.

Previous Council Action: Council has considered this ordinance or related topics at committee meetings on 8/12/24, 9/30/24, 10/21/24, 12/9/24, 12/16/24, 1/6/25, 3/24/25, 4/14/25, 5/5/25, and 5/19/25

Fiscal Impact: TBD

Funding Source: TBD

Attachments: 1. ORDINANCE AS AMENDED 5/5/25

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Special Meeting Full Council	06/02/2025	Information/Discussion	Hollie Huthman, Council President	20 minutes

Recommended Motion:

Council Committee:
Committee Of The Whole

Agenda Bill Contact:
Jackie Weller, Council Staff

Council Action:

Reviewed By	Department	Date
<i>Jackie A Weller</i>	Council Administration	04/09/2025
<i>Alan A Marriner</i>	Legal	04/09/2025
<i>Kimberley J. Lund</i>	Executive	04/09/2025

Ordinance as Amended on 5/5/25

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELLINGHAM, WASHINGTON, RELATING TO LANDLORD TENANT RELATIONS, ADOPTING A NEW CHAPTER IN TITLE 6 OF THE BELLINGHAM MUNICIPAL CODE PROHIBITING LANDLORDS FROM CHARGING TENANTS UNFAIR OR EXCESSIVE FEES IN RESIDENTIAL RENTAL AGREEMENTS AND LEASES

WHEREAS, rental vacancy rates continue to be below what is widely considered a healthy market of five to seven percent and continue to remain around two or three percent; and

WHEREAS, more than twenty-thousand Bellingham renters are cost-burdened, including at least 6,450 are severely cost-burdened, according to 2023 HUD Comprehensive Housing Affordability Strategy Dataset; and

WHEREAS, the National Consumer Law Center 2023 report "*Too Damn High How Junk Fees Add to Skyrocketing Rent*" finds that excessive and unfair fees make quality and habitable rental housing harder to access and afford; and

WHEREAS, the 2021 Zillow Consumer Housing Trends Report finds that renters of color pay more application fees and are required to pay higher security deposits; and

WHEREAS, the White House issued Fact Sheet: Biden-Harris Administration Takes on Junk Fees in Rental Housing to Lower Costs for Renters on July 19, 2023, which describes steps that the Biden-Harris administration has taken to crack down on rental junk fees and lower costs for renters; and

WHEREAS, the US Department of Housing and Urban Development published a Policy & Practice brief in July 2023 providing an overview of the research on rental fees and encouraging local governments to take action to limit and better disclose fees charged to renters in advance of and during tenancy; and

WHEREAS, Bellingham residents have shared their personal experiences with junk fees with the City Council during open public meetings including, most recently, during the Council meeting on September 16, 2024; and

WHEREAS, city staff presented summaries of public engagement efforts, including a large public survey and focus groups with landlords, tenants, and service providers, during the Council meeting on March 28, 2024; and

WHEREAS, this ordinance is an exercise of the City of Bellingham's police and regulatory authority derived from Washington Constitution article XI, section 11 and is consistent with RCW 35.22.280; and

WHEREAS, the City of Bellingham's practice in rental housing is to prioritize compliance, providing notice and opportunity to rectify and remedy alleged noncompliance prior to seeking or imposing fines or other applicable penalties.

NOW THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:

SECTION 1. A new chapter, designated as BMC 6.16, is added under the chapter heading "Prohibited Fees and Deposits in Residential Rentals" to read as follows:

BMC 6.16.010 - Definitions.

For the purposes of this chapter:

"Assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. An "assistance animal" is not a "pet".

"Director" means the director of the department of planning and community development or the director's designee.

"Dwelling unit" or "unit" has the same meaning as in RCW 59.18.030(10). For purposes of this ordinance, a "dwelling unit" or "unit" shall also include real property that is rented to a tenant for the placement of a tiny house or similar structure that is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household.

"Fee" means any payment by the tenant that is proffered or imposed by the landlord, but does not include the monthly rent, charges for damages to the unit, or reimbursement for improvements that are requested by the tenant and that are not required of the landlord by the rental agreement or by RCW 59.18.060. "Fee" may include charges designated by the landlord as additional rent if those charges are conditionally and differentially imposed on otherwise similar tenancies.

"Household member" includes individuals who reside in the same dwelling and share common living spaces with others. This can include family members, roommates, or other individuals who live together as part of a single domestic unit.

“Housing subsidy program” means a program that pays all or a portion of a tenant’s rent based on the tenant’s financial need.

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

“Late fee” means any fee, cost, or charge imposed by the landlord for the tenant's failure to pay rent in full after the specified grace period of at least five (5) days following its due date.

“Mandatory fee” means any fee that is non-optional, including, but not limited to, a fee, cost, or charge (whether one-time or recurring) for a service or amenity that is required as a condition for the use and occupancy of a dwelling unit where a tenant cannot opt-out or substitute for that service including, for example, fees for mandatory parking permits, tenant benefit package, technology fee, renter insurance plan, utility service where the tenant does not have a direct account with the utility service provider, or a shared amenity costs.

“Monthly rent” or “one month’s rent” means a recurring, periodic, and fixed monthly charge identified in the lease agreement for use and occupancy of residential rental property. If the rent varies from month to month, or is not paid or otherwise apportioned on a monthly basis, for the purposes of this chapter, “monthly rent” shall mean the amount prorated on an equal, monthly basis. Except if specified otherwise, if a tenant pays a portion of rent and the remainder is covered by a subsidy, for the purposes of this subsection, “monthly rent” includes both the tenant’s payment and subsidy.

“Non-profit service organization” means a tax-exempt entity, including, but not limited to, religious institutions, higher education institutions, rapid rehousing programs, or other housing assistance programs that offer services to support individuals and families in need.

“Optional fee” includes any fee, cost, or charge for a service or amenity that is not a condition for the use and occupancy of a dwelling unit, such as fees for furnishings, optional parking permits, or additional storage space outside of the dwelling unit.

“Pet” or “Common household pet” means a domesticated animal, such as a dog or cat, that is commonly kept in the home for pleasure or companionship rather than commercial purposes.

“Pet deposit” means any monies collected by a landlord from current or prospective tenant as a condition of permitting the tenant’s pet animals to reside in the dwelling unit of the tenant.

“Rapid rehousing program” means a program that provides short-term rental assistance and services designed to help individuals and families obtain housing quickly, increase self-sufficiency, and stay housed, consistent with the local Homeless Housing Strategic Plan as described in RCW 43.185C.045.

"Rent" has the same meaning as in RCW 59.18.030(29).

"Rental agreement" or "lease" has the same meaning as in RCW 59.18.030(30).

"Security Deposit" means any monies collected by a landlord from a prospective or current tenant as security for the performance of the tenant's obligations set forth in the rental agreement.

"Subsidized housing" has the same meaning as RCW 59.18.030(33).

"Tenant" has the same meaning as in RCW 59.18.030(34).

"Total monthly payment" means the sum of the rent plus all mandatory fees and optional fees, if any, associated with the rental of a dwelling unit.

"Unfair or excessive fees" means fees, costs, or charges that are prohibited by State, Federal, or local law including any mandatory or optional fees, costs, or charges that are not conspicuously disclosed in a rental agreement or lease, or later agreed to by a tenant, in a writing that complies with the requirements of this chapter.

BMC 6.16.020 Disclosure of Fees Required

1. A landlord must disclose in any advertisement, listing, or application form of a dwelling unit, unless infeasible due to size constraints, unavoidable word limits, or similar impediments, as well as in the rental agreement:
 - a. The monthly rent of the dwelling unit,
 - b. All utilities for which the tenant is responsible;
 - c. Any utilities included in the monthly rent; and
 - d. The amounts of any optional or mandatory fees.
2. A landlord must conspicuously disclose on the first page of the rental agreement all mandatory and optional fees and utilities associated with a dwelling unit:

BMC 6.16.030 – Reasonable Fees Permitted

A landlord may charge a tenant for following fees in addition to rent:

1. An applicant screening fee or application fee that does not exceed \$50.00, per tenant,
2. A refundable security deposit that does not exceed the Monthly Rent for one month. However, if the security deposit is paid by a non-profit service organization, the security deposit may be increased to the monthly rent for two months. This subsection

does not apply to subsidized housing where the rent is based on the income of the tenant;

3. A pet damage deposit that does not exceed 30% of the Monthly Rent. The receipt, handling, and disbursement of the pet deposit shall follow the requirements for a security deposit set under RCW 59.18.
4. A fee for utilities, if any, that are not included in the rent. The fee for utilities may not exceed the actual cost of the utilities used by the tenant or tenants. Where the actual use of the utilities by the tenant or tenants cannot be determined, then the cost for utilities may be apportioned among the tenants on an equitable basis, provided that the landlord provides a clear accounting or methodology for calculating utility fees. A landlord may not charge a tenant an amount for utilities that exceeds the utility charges actually paid by the landlord on behalf of the tenant,
5. A reasonable fee for any optional good or service that is provided to the tenant where the tenant opts in to receiving the good or service, in writing, after receiving a disclosure that contains:
 - a. a concise description of the optional good or service,
 - b. the amount of the fee for the good or service,
 - c. how the tenant may later opt out of receiving the good or service, and
 - d. a clear statement of the tenant's right to rent the dwelling unit or continue to rent the dwelling unit if the tenant opts out of receiving the good or service,
6. A late fee each month that does not exceed 2% of the portion of the outstanding Monthly Rent past due and owed by the tenant. A landlord shall not charge the tenant a late fee for the portion of the outstanding Monthly Rent past due and owed by a housing subsidy program in accordance with a written agreement. If a tenant pays a portion of rent and the remainder is covered by a subsidy, for the purposes of this subsection "outstanding monthly rent" includes only the tenant's portion;
7. A fee for any payment returned to the landlord for insufficient funds that does not exceed the actual costs to the landlord imposed by the financial institution; and
8. A lease violation fee up to \$75 a month for a violation of terms of a rental agreement or noncompliance with a rental agreement, provided that the tenant must have received a prior written warning for the same violation and a reasonable opportunity to cure the violation, and the fee is disclosed in a rental agreement. Nothing in this section limits the landlord's rights to seek other remedies at law or in equity, or to

execute the terms of the lease agreement with regard to lease violations or non-compliance with the rental agreement.

BMC 6.16.040 - Unfair or Excessive Fees Prohibited.

1. A landlord may not require a tenant to pay any mandatory or optional fee, except as provided in this chapter or in RCW 59.18. Mandatory or optional fees other than those identified in BMC 6.16.030 or in RCW 59.18 constitute unfair or excessive fees, which are prohibited.
2. In addition, the following fees are unfair and excessive fees and cannot be added as optional:
 - a. Any fee for the use of an in-unit appliance by a tenant;
 - b. Any additional fee to rent month-to-month rather than a fixed term lease, or vice versa;
 - c. Any fee for a tenant's access to common areas. This section does not apply when the fee is associated with providing the tenant exclusive access to a common area facility on a temporary basis, such as the rental of a clubhouse for a private event;
 - d. Any fee to accept rent payments or other payments by personal check, money order, cashier's check, or ACH. If the landlord uses a third-party payment vendor where the landlord may opt to either pay an additional fee or for the tenant to pay an additional fee to use a rental payment method such as ACH, the landlord is prohibited from opting to have the fee imposed on the tenant;
 - e. Any fee for mail and package collection and distribution;
 - f. Any single-time or periodic fee required for a pet to occupy the unit, except as provided for in BMC 6.16.030(3); and
 - g. Any fee for the performance of a landlord duty required under RCW 59.18.060; or
 - h. A fee for a partial change of tenancy at the end of the current lease, such as adding or removing a tenant to the rental agreement. This does not include application fees under BMC 6.16.030 (1).

BMC 6.16.050 - Rental Agreement Provisions in Violation Null and Void.

1. Any provision of a rental agreement or lease that is entered into or renewed after the effective date of this chapter in violation of BMC 6.16.020 shall be deemed against public policy and shall be void and unenforceable.
2. After the effective date of this chapter, the inclusion of a prohibited provision in a new or renewed rental agreement is also a violation of this chapter.

BMC 6.16.060 - Retaliation Prohibited.

1. 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:
 - a. Refusing to provide, accept, or approve a rental application, rental agreement, or renewal of a rental agreement;
 - b. Applying more onerous terms, conditions, or privileges to a rental application process or rental agreement, including increased rent;
 - c. Misrepresenting any material fact when providing a rental reference against a tenant; or
 - d. Alleging, or threatening or making an implied willingness to allege, to a government agency that a tenant, prospective tenant, or household member of the tenant or prospective tenant is without lawful presence in the United States.
2. If a person takes any of the actions identified in this subsection within 120 days of the date that a tenant or prospective tenant has exercised their rights under this chapter, there shall be a rebuttable presumption that the action was taken in retaliation for the exercise of those rights.
3. Protections in this section apply to those who mistakenly but in good faith allege violations of this chapter.

BMC 6.16.070 - Civil Action Remedy.

1. In addition to any other remedy provided by this chapter or allowed by law, any tenant, prospective tenant, or other person 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.

2. A landlord or other person who is in violation of this chapter is liable to the tenant, prospective tenant, or other person in a private right of action for:
 - a. Three times the actual damages suffered by the tenant, or \$2,000, whichever is greater; or three times the actual damages suffered by a prospective tenant or \$1,000, whichever is greater;
 - b. Double the amount of any deposit unlawfully charged or withheld; and
 - c. Costs of suit or arbitration, reasonable attorney's fees, as well as other forms of relief.

BMC 6.16.080 - Additional Affirmative Defense to An Unlawful Detainer and Other Actions.

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

1. It is an additional affirmative defense to an unlawful detainer or other eviction action where the cause is the non-payment of rent that a landlord is in violation of this chapter; and
2. 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.
3. A tenant or other person who prevails in either defense shall be awarded reasonable attorney fees and costs.

BMC 6.16.090 - City Enforcement.

1. The Director is authorized to enforce this chapter, and it is unlawful to violate or fail to comply with any provision of this chapter.
2. The Director may investigate any possible violations of this chapter by a landlord or other person.

3. The Director shall give a landlord or other person in violation of this chapter a reasonable opportunity to voluntarily cure the violation before pursuing penalties under BMC 6.16.100.
4. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking enforcement action 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.

BMC 6.16.100 Penalties

1. 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:
 - a. A fine not to exceed \$500.00 for a first violation; or
 - b. A fine not to exceed \$1,000.00 for a second or subsequent violation, or for any offenses involving retaliation.
 - c. 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, continued, or permitted by the landlord.
2. A citation is final unless it is contested within 15 days of the date it is 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.

BMC 6.16.110 - Miscellaneous Provisions.

1. Remedies and penalties provided in this chapter are in addition to any other existing legal remedies and are not intended to be exclusive.
2. 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.
3. 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 are contrary to public policy, unenforceable, and void.

4. 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.

BMC 6.16.120 - 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, shall not be affected.

PASSED by the Council this _____ day of _____, 2025.

Council President

APPROVED by me this _____ day of _____, 2025.

Mayor

ATTEST: _____
Finance Director

APPROVED AS TO FORM:

Office of the City Attorney

Published:



City Council Agenda Bill

24502

Bill Number

Subject: Work Session on an Ordinance Related to Manufactured/Mobile Home Landlord Tenant Relations, Adopting a New Chapter in Title 6 of the Bellingham Municipal Code Prohibiting Landlords from Charging Unfair or Excessive Fees in Manufactured/Mobile Home Lease Agreements

Summary Statement: The Bellingham City Council is weighing two proposed ordinances that define which rental fees are permitted, limit amounts for some rental fees, and promote fee transparency. Work on these ordinances has been ongoing since fall of 2024 and has included a public engagement process. An executive summary and full report of this public engagement work are available at engagebellingham.org. At this work session, Council will have dedicated time to discuss the ordinances in depth, offer and vote on amendments, and ask questions of staff.

Previous Council Action: Council has considered this ordinance or related topics at committee meetings on 8/12/24, 9/30/24, 10/21/24, 12/9/24, 12/16/24, 1/6/25, 3/24/25, 4/14/25, 5/5/25, and 5/19/25

Fiscal Impact: TBD

Funding Source: TBD

Attachments: 1. ORDINANCE AS AMENDED 5/5/25

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Special Meeting Full Council	06/02/2025	Information/Discussion	Hollie Huthman, Council President	10 minutes

Recommended Motion:

Council Committee:
Committee Of The Whole

Agenda Bill Contact:
Jackie Weller, Council Staff

Council Action:

Reviewed By	Department	Date
<i>Jackie A Weller</i>	Council Administration	04/09/2025
<i>Alan A Marriner</i>	Legal	04/09/2025
<i>Kimberley J. Lund</i>	Executive	04/09/2025

Manufactured Home Ordinance as Amended on 5/19/25

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELLINGHAM, WASHINGTON, RELATED TO MANUFACTURED/MOBILE HOME LANDLORD TENANT RELATIONS, ADOPTING A NEW CHAPTER IN TITLE 6 OF THE BELLINGHAM MUNICIPAL CODE PROHIBITING LANDLORDS FROM CHARGING UNFAIR OR EXCESSIVE FEES IN MANUFACTURED/MOBILE HOME LOT LEASE AGREEMENTS

WHEREAS, manufactured home parks are important and threatened sources of affordable housing and this ordinance provides equal protection to manufactured home parks as other tenants; and

WHEREAS, manufactured home parks comprise about 2.5% of Bellingham's total housing stock but represent 16% of the affordable housing, according to the 2023-27 Consolidated Plan; and

WHEREAS, stronger consumer protections for mobile homeowners aligns with the intent of steps taken by the City of Bellingham to preserve manufactured home parks as a source of affordable housing, including the mobile home park overlay and continued investments in home retrofitting; and

WHEREAS, junk fees are a growing problem across the country, as corporations nickel and dime consumers with excessive and unfair fees, including in rental housing and manufactured home parks; and

WHEREAS, this ordinance is an exercise of the City of Bellingham's police and regulatory authority derived from Washington Constitution article XI, section 11 and is consistent with RCW 35.22.280.

NOW THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:

SECTION 1. A new chapter, designated as BMC 6.19, is added under the chapter heading "Prohibited Fees in Manufactured Home Communities" to read as follows:

BMC 6.19.010 - Definitions.

For the purposes of this chapter:

Ordinance Prohibiting Junk Fees in
Manufactured/Mobile Home Communities (1)

City of Bellingham
City Attorney
210 Lottie Street
Bellingham, Washington 98225
360-778-8270

“Assistance animal” means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person’s disability. An “assistance animal” is not a “pet”.

“Director” means the director of the department of planning and community development or the director’s designee.

“Base rent” means a recurring and periodic charge identified in the lease agreement for use and occupancy of a manufactured/mobile home lot.

“Common area” includes any communal area, recreation hall, center, or any building or structure, including improvements thereto or open space provided by the manufactured housing community owner for the benefit of residents and their guests.

“Household member” includes individuals who reside in the same dwelling and share common living spaces with others. This can include family members, roommates, or other individuals who live together as part of a single domestic unit.

“Landlord” has the same meaning as in RCW 59.20.030(7), and also includes a manufactured/mobile home owner in a manufactured housing community subleasing their manufactured/mobile home lot, leasing their manufactured/mobile home to another tenant under a rental agreement, or both.

“Late fee” means any fee, cost, or charge imposed by the landlord for the tenant's failure to pay rent in full within five or more days following its due date.

“Lease agreement” has the same meaning as “rental agreement” under RCW 59.20.

“Mandatory fee” means a fee, cost, or charge (whether one-time or recurring) for a service or amenity that is required as a condition for the use and occupancy of a manufactured/mobile home lot where a tenant cannot opt-out or substitute for that service. Mandatory fees for utilities do not include utility charges where the cost is for the actual usage by the tenant, or a variable charge for utilities that is apportioned equitably among units where utility charges apply simultaneously to more than one unit.

“Manufactured/mobile home lot” has the same meaning as mobile home lot in RCW 59.20.030(12).

“Manufactured housing community” has the same meaning as RCW 59.20.030(15).

“Optional fee” includes any fee, cost, or charge for a service or amenity that is not a condition for the use and occupancy of a dwelling unit, such as fees for furnishings, optional parking permits, or additional storage space outside of the dwelling unit.

"Pet" or "Common household pet" means a domesticated animal, such as a dog or cat, that is commonly kept in the home for pleasure or companionship rather than commercial purposes.

"Pet deposit" means any monies collected by a landlord from current or prospective tenant as a condition of permitting the tenant's pet animals to reside in the dwelling unit of the tenant.

"Security Deposit" means any monies collected by a landlord from a prospective or current tenant as security for the performance of the tenant's obligations set forth in the lease agreement.

"Tenant" has the same meaning as in RCW 59.20.030(27). Also, a tenant is any person who is entitled to occupy a manufactured/mobile home lot, or the dwelling unit on that lot, primarily for living or dwelling purposes under a lease agreement.

"Unfair or excessive fees" means fees, costs, or charges that are prohibited by State, Federal, or local law; fees, costs, or charges that are not agreed to by the tenant and disclosed in a rental agreement, lease, or addendum; and other fees identified in this chapter as unfair or excessive fees.

BMC 6.19.020 Disclosure of Fees Required

1. A landlord must disclose in any advertisement, listing, or application form of a dwelling unit, unless infeasible due to size constraints, unavoidable word limits, or similar impediments, as well as in the rental agreement:
 - a. The base rent of manufactured/mobile home lot,
 - b. All utilities for which the tenant is responsible; and
 - c. The amounts of any optional or mandatory fees.
1. A landlord must conspicuously disclose on the first page of the lease agreement all mandatory and optional fees associated with a manufactured/mobile home lot.

BMC 6.19.030 – Reasonable Fees Permitted

A landlord may charge a tenant the following fees in addition to rent:

1. An applicant screening fee or application fee that does not exceed \$50.00, per tenant. If the landlord declines to rent to the applicant, the landlord shall refund all the screening and application fees paid by the applicant,
2. A refundable security deposit that does not exceed the Base Rent for one month,
3. A fee for utilities, if any, that are not included in the rent. The fee for utilities may not exceed the actual cost of the utilities used by the tenant or tenants. Where the actual

use of the utilities by the tenant or tenants cannot be determined, then the cost for utilities may be apportioned among the tenants on an equitable basis, provided that the landlord provides a clear accounting or methodology for calculating utility fees. A landlord may not charge a tenant an amount for utilities that exceeds the utility charges actually paid by the landlord on behalf of the tenant,

4. A reasonable fee for any optional good or service that is provided to the tenant where the tenant opts in to receiving the good or service, in writing, after receiving a disclosure that contains:
 - a. a concise description of the optional good or service,
 - b. the amount of the fee for the good or service,
 - c. how the tenant may later opt out of receiving the good or service, and
 - d. a clear statement of the tenant's right to rent the dwelling unit or continue to rent the dwelling unit if the tenant opts out of receiving the good or service
5. A monthly late fee that does not exceed 1.0% of the outstanding Base Rent past due, and
6. A fee for any payment returned to the landlord for insufficient funds that does not exceed the actual costs to the landlord imposed by the financial institution

BMC 6.19.040 - Unfair or Excessive Fees Prohibited.

1. A landlord may not require a tenant to pay any mandatory or optional fee, except as provided in this chapter or in RCW 59.20. Mandatory or optional fees other than those identified in this chapter or in RCW 59.20 constitute unfair or excessive fees, which are prohibited.
2. In addition, the following fees also constitute unfair and excessive fees and are prohibited:
 - a. Any additional fee to rent month-to-month rather than a fixed term lease, or vice versa;
 - b. Any fee for temporary guests not in compliance with RCW 59.20.060 or where charges exceed the actual cost to the landlord;
 - c. Any fee for a tenant to park their vehicles or their guest's vehicles within their manufactured home lot. To comply with this section the landlord shall not unreasonably limit the number of vehicles a tenant can park on their manufactured home lot or the duration of guest parking;

- d. Any fee for a tenant's access to common areas. This section does not apply when the fee is associated with providing the tenant exclusive access to a common area facility on a temporary basis, such as the rental of a clubhouse for a private event; and
- e. Any fee for not signing a new lease agreement, lease extension, or renewal;
- f. Any fee for a pet or assistance animal; and
- g. Any fee to accept rent payments or other payments by personal check, money order, cashier's check, or ACH. If the landlord uses a third party payment vendor where the landlord may opt to either pay an additional fee or for the tenant to pay an additional fee to use a rental payment method such as ACH, the landlord is prohibited from opting to have the fee imposed on the tenant;

BMC 6.19.050 – Provisions Prohibited by this Chapter are Null and Void.

- 1. Any provision prohibited by the chapter in a rental agreement, or community rules not contained within the rental agreement, is void and unenforceable.
- 2. The inclusion of a provision prohibited by this chapter in a new or amended rental agreement after the effective date of this chapter is a violation of this chapter.
- 3. Misrepresenting to a tenant who has an automatically renewing rental agreement that the tenant must sign a new rental agreement is a violation of this chapter.
- 4. Failure to provide the tenant with a copy of their rental agreement within two weeks of entering into a new rental agreement is a violation of this chapter.

BMC 6.19.060 - Retaliation Prohibited.

- 1. 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:
 - a. Refusing to provide, accept, or approve an application, lease agreement, or renewal of a lease agreement;
 - b. Applying more onerous terms, conditions, or privileges to a rental application process or lease agreement, including increased rent;
 - c. Misrepresenting any material fact when providing a rental reference against a tenant; or

- d. Alleging, or threatening to allege, to a government agency that a tenant, prospective tenant, or a household member of the tenant or prospective tenant is without lawful presence in the United States.
2. If a landlord or other person takes any of the actions identified in this subsection within 120 days of the date the tenant or prospective tenant has exercised their rights under this chapter, there shall be a rebuttable presumption that the action was taken in retaliation for the exercise of those rights.
3. Protections in this section apply to those who mistakenly but in good faith allege violations of this chapter.

BMC 6.19.070 - Civil Action Remedy.

1. In addition to any other remedy provided by this chapter or allowed by law, any tenant, prospective tenant, or other person 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.
2. A landlord or other person who is in violation of this chapter is liable to the tenant, prospective tenant, or other person in a private right of action for:
 - a. Three times the tenant's, prospective tenant's, or other person's actual damages, or if actual damages are difficult to ascertain, then an amount equal to three times the Total Monthly Payment;
 - b. Double the amount of any security deposit unlawfully charged or withheld; and
 - c. Costs of suit or arbitration, reasonable attorney's fees, as well as other forms of relief.

BMC 6.19.080 - Additional Affirmative Defense to An Unlawful Detainer and Other Actions.

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

1. It is an additional affirmative defense to an unlawful detainer or other eviction action that a landlord is in violation of this chapter.
2. It is a defense to any action to enforce a lease 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.

3. A tenant or other person who prevails in either defense shall be awarded reasonable attorney's fees and costs.

BMC 6.19.090 - City Enforcement.

1. The Director is authorized to enforce this chapter, and it is unlawful to violate or fail to comply with any provision of this chapter.
2. The Director may investigate any possible violations of this chapter by a landlord or other person.
3. The Director shall give a landlord or other person in violation of this chapter a reasonable opportunity to voluntarily cure the violation before pursuing penalties under BMC 6.19.100.
4. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking enforcement action 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.

BMC 6.19.100 Penalties

1. 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:
 - a. A fine not to exceed \$500.00 for a first violation; or
 - b. A fine not to exceed \$1,000.00 for a second or subsequent violation, or for any offenses involving retaliation.
 - c. 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, continued, or permitted by the landlord.

A citation is final unless it is contested within 15 days of the date it is 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.

BMC 6.19.110 - Miscellaneous Provisions.

1. Remedies and penalties provided in this chapter are in addition to any other existing legal remedies and are not intended to be exclusive.

2. Nothing in this chapter eliminates a tenant's rights under the lease agreement, including the right to civil relief if a landlord violates the lease agreement.
3. The provisions of this chapter may not be waived, and any term of any lease agreement or other agreement that purports to waive or limit a tenant's substantive or procedural rights under this chapter are contrary to public policy, unenforceable, and void.
4. 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.

BMC 6.19.120 - 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, shall not be affected.

SECTION 2. Effective Date.

This ordinance shall have an effective date of January 1, 2025.

PASSED by the Council this _____ day of _____, 2024.

Council President

APPROVED by me this _____ day of _____, 2024.

Mayor

ATTEST: _____
Finance Director

APPROVED AS TO FORM:

Office of the City Attorney

Published:
