

ORDINANCE 2010 - 14

ORIGINAL

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, ADOPTING
CHAPTER 5.02 OF THE SUNNYSIDE MUNICIPAL CODE
CONCERNING RESIDENTIAL RENTAL UNIT LICENSING
AND ESTABLISHING A CRIME FREE RENTAL
HOUSING PROGRAM**

WHEREAS, City of Sunnyside residents have become increasingly concerned about criminal activity, including gang activity and drug activity, occurring within the City, and the City Council, Police Department and citizenry therefore view as urgent the need to address this crime problem by whatever means necessary, consistent with applicable laws and regulations;

WHEREAS, crime-free rental housing programs, which began in Arizona in 1992, have proven effective at reducing crime, and have spread to more than 43 states and 4,300 cities nation-wide;

WHEREAS, the proposed Chapter 5.02 implements a crime-free rental housing program in the City of Sunnyside designed to help the City, landlords and tenants work together to provide crime-free rental housing, and thereby improve the safety and security of the residents of the City of Sunnyside;

WHEREAS, to effectively administer this crime-free rental housing program, the City of Sunnyside must exercise its police powers to establish and require a City-issued Rental License for those seeking to rent residential dwelling units within the City of Sunnyside;

WHEREAS, the City Council of the City of Sunnyside finds and determines that adopting Chapter 5.02 of the Sunnyside Municipal Code will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. Sunnyside Municipal Code Chapter 5.02 is hereby adopted, to read as follows:

Chapter 5.02

RESIDENTIAL RENTAL UNITS – LICENSING – CRIME FREE RENTAL HOUSING PROGRAM

Sections:

5.02.010	Rentals – Dwelling Units – Definitions
5.02.020	License Required
5.02.030	Crime Free Rental Housing Program
5.02.040	Mandatory Participation
5.02.050	Notices
5.02.060	License - Revocation
5.02.070	Violations - Penalty

5.02.010 **Rentals – Dwelling Units – Definitions** The definitions in this section apply throughout this chapter unless otherwise provided.

(A) "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.

(B) "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.

(C) "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 and mobile homes.

5.02.020 **License Required.**

(A) **Rental License Required.** No person shall rent, lease, or let any residential dwelling unit within the City of Sunnyside without securing and maintaining an annual Residential Rental Housing License, issued by the Sunnyside Police Department, for each residential rental unit as required by this chapter.

(B) Residential Rental Housing License Fees. The annual Residential Rental Housing License Fee shall be \$100 for the first residential rental unit and \$50 for each additional unit, up to a maximum of \$750. The fee shall be subject to waiver as provided in this chapter.

(C) Dedicated Revenue. The revenue generated from Residential Rental housing License fees shall be dedicated to the prevention of criminal activity related to rental housing in the City, costs associated with the administration of this chapter, and periodic auditing and collection to assure accurate participation in the payment of the Residential Rental Housing License fees.

(D) Waiver of Residential Rental Housing License Fees. The annual Residential Rental Housing License Fee shall be waived for any person required to obtain a Residential Rental Housing License, subject to such person agreeing in writing to participate in the "Sunnyside Crime Free Rental Housing Program," as hereinafter provided, and completing and providing any certifications required for such participation within six (6) months of issuance of the Residential Rental Housing License and continuing compliance with all requirements for participation in Sunnyside Crime Free Rental Housing Program. If the owner/licensee fails to timely comply with such agreement or fails to comply with the requirements of the Sunnyside Crime Free Rental Housing Program, the full amount of the annual Residential Rental Housing License Fee shall be immediately due and payable, along with a late fee of 10% of the amount due as a processing fee and interest at 12% per annum on the amount due from the date of such agreement until paid.

(E) Application for License. Application and yearly renewals shall be made at the Sunnyside 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.

5.02.030 Crime Free Rental Housing Program.

(A) The City of Sunnyside implements the "Sunnyside 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) **Workshop.** Property owners, or their agent, manager and/or leasing staff will receive workshop training that will include training on rental applications, rental agreements, tenant screening, evictions, Section 8 housing, working with the police, criminal activity identification, drug use in rental properties, gang activity identification and crime prevention through environmental design (CPTED).
- (2) **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 property owners, managers and leasing staff of the affected property.
- (3) **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 of 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. any 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 prowling as prohibited in RCW 9A.52;
 - iii. unlawful restraint of another as prohibited in RCW 9A.40; or
 - iv. engaging in any nuisance in violation of Chapter 9.34 of the Sunnyside 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 Sunnyside 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: _____

- (4) Pursuit of remedies for failure to comply with the "CRIME FREE LEASE / RENTAL AGREEMENT ADDENDUM".

(B) Each owner/licensee participating in the Sunnyside 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 (2) years, the City police department's crime-free rental housing workshop or shall provide evidence, satisfactory to the police chief, of successful completion of an equivalent program.

(C) 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.

(D) Proof of attendance at the workshop must be provided within six (6) months of application for licensing or with any change in management responsibility of a rental property.

(E) 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 (2) months of the execution of the agreement to participate in the "Sunnyside 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 (2) months of the execution of the agreement to participate in the "Sunnyside 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 "Sunnyside 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 "Sunnyside Crime Free Rental Housing Program."

(F) A owner/licensee participating in the Sunnyside Crime Free Rental Housing Program, or his/her agent, upon notification in writing by the Sunnyside 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 will within five (5) 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:

- (1) The date and location of the noncompliance;
- (2) The nature of the noncompliance; and
- (3) The name of the person or persons engaged in the noncompliance.

Such notice shall also include copies of any public records of activities of noncompliance on or about the owner/licensee's property occupied by the residents. An owner/licensee may dispute the notice of noncompliance from the Police Department by requesting a hearing before the Sunnyside Police Chief, or his designee within five (5) business days of delivery of the notice. Such hearing shall be held within five (5) 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 noncompliance, and the owner/licensee shall have the opportunity to present testimony and evidence. Within five (5) business days of such hearing, the Chief of Police or his designee shall issue a decision whether to confirm or withdraw the notice of noncompliance. If the notice of noncompliance is confirmed, the owner/licensee shall take action as required by this paragraph of Section 5.02.030. The failure of a owner/licensee to take such action within thirty (30) days of such confirmed notice, shall be a violation of this ordinance and shall be grounds for revocation of the owner's/licensee's Residential Rental Housing License pursuant to the provisions of chapter 5.56 of this title. A landlord or tenant aggrieved by any decision of the Chief of Police or his designee may seek review within thirty (30) days of such decision by the District or Superior Courts of the State of Washington.

5.02.040 Mandatory Participation.

(A) Criminal Activity. The City through its Police Department shall require a owner/licensee to participate in the Sunnyside Crime Free Rental Housing Program as provided herein, upon a owner/licensee receiving two (2) or more notices of instances of criminal activity on the premises of one (1) or more residential dwelling units for which the owner/licensee holds a license unless the owner/licensee can demonstrate to the Police Department that he has made a good faith effort to deter the criminal activity. 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) Notice of Criminal Activity. Upon the occurrence of criminal activity on the premises of a residential dwelling unit for which a owner/licensee holds a license, the City Police Department shall deliver a notice to such owner/licensee setting forth the following:

- (1) Date and location of the occurrence;
- (2) The nature of the occurrence;
- (3) The name of the person or persons who engaged in the occurrence.

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 Sunnyside Police Chief, or his designee within five (5) business days of delivery of the notice. Such hearing shall be held within five (5) 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 (5) 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 Sunnyside Crime Free Rental Housing Program. Upon giving two (2) or more notices of an instance of criminal activity to a owner/licensee, the Police Department shall also issue a notice to such owner/licensee of the requirement that the owner/licensee participate in the Sunnyside Crime Free Rental Housing Program. An owner/licensee may dispute the notice and requirement to participate in the Sunnyside Crime Free Rental Housing Program by requesting a hearing before the Sunnyside Police Chief, or his designee within five (5) business days of delivery of the notice. Such hearing shall be held within five (5) 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 (5) 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. 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 a owner/licensee to participate in the Sunnyside Crime Free Rental Housing Program within thirty (30) days of receipt of the notice of required participation, shall be a violation of this ordinance and shall be grounds for revocation of the owner's/licensee's Residential Rental Housing License pursuant to the provisions of chapter 5.56 of this title.

5.02.050 Notices.

Any notice under this chapter is deemed properly delivered when it is either served upon the owner/licensee or the owners/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 owners/licensee's designee. Delivery by first class mail shall be deemed complete three (3) days after the notice is placed in the mail.

5.02.060 License – Revocation.

Any license issued under the provisions of this chapter may be revoked pursuant to the provisions of chapter 5.56 of this title. Once revoked, the owner/ licensee may re-apply 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 "Sunnyside Crime Free Rental Housing Program." Revocation of a Residential Rental Housing License shall not affect or impair the rights or obligations of an owner/licensee under any written residential rental/lease agreement for a specific term in effect on the date of such revocation.

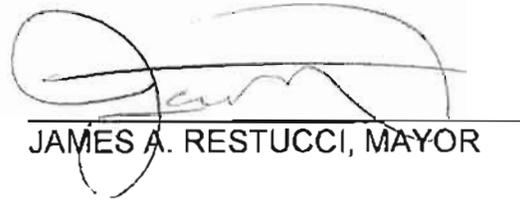
5.02.070 Violations - Penalty.

Failure of a person to secure and maintain a Residential Rental Housing License, as required by this chapter, is a misdemeanor punishable by a fine of up to \$1,000 or by a jail sentence of up to 90 days, or by a combination of said fine and jail sentence.

Section 2. If a section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. This ordinance shall be effective five days after passage, approval and publication as required by law.

PASSED this 21st day of June, 2010.


JAMES A. RESTUCCI, MAYOR

ATTEST:


DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:

MENKE JACKSON BEYER EHLIS & HARPER, LLP
ATTORNEYS AT LAW

