SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

RENTAL HOUSING ASSOCIATION OF WASHINGTON, a Washington public benefit corporation, Plaintiff, vs. THE CITY OF FEDERAL WAY, a Washington municipal corporation, Defendants.	NO. 19-2-32370-1 KNT ORDER DENYING PLAINTIFF RENTAL HOUSING ASSOCIATION OF WASHINGTON'S MOTIONS FOR PARTIAL SUMMARY JUDGMENT AND GRANTING DEFENDANT CITY OF FEDERAL WAY'S CROSS MOTIONS FOR PARTIAL SUMMARY JUDGMENT

This MATTER having come before the Court on October 29, 2020 upon Plaintiff Rental Housing Association of Washington's ("RHA") Motion for Partial Summary Judgment relating to the City of Federal Way's ("City") ordinance adopted as local Initiative 19-001.

Plaintiff RHA's Motions for partial summary judgment are DENIED. Defendant City of Federal Way's motions for partial summary judgment are GRANTED.

The Court considered the oral argument of the parties, the pleadings and papers on file in this matter, including but not limited to the following:

1. Plaintiff RHA's Motion for Partial Summary Judgment filed on September 17, 2020;

2. The Declaration of Richard M. Stephens in Support of Plaintiff's Motion for Partial Summary Judgment, and the Exhibits thereto filed September 17, 2020;

3. Defendants' Response to RHA's Motion for Partial Summary Judgment and Cross-Motion for Partial Summary Judgment filed on October 1, 2020 and supporting documents;

4. The Declaration of Edmund Witter in Support of Defendant's Motion for Summary Judgment, and the Exhibits thereto filed October 1, 2020;

5. Intervenor Washington Community Action Network's Opposition to Motion for Summary Judgment and Cross-Motion filed October 1, 2020;

6. The Declaration of Knoll Lowney in Support of Intervenor's Opposition to Motion for Summary Judgment and Cross-Motion and Exhibits thereto, filed October 1, 2020;

7. Intervenor Washington Community Action Network's Motion to Dismiss filed October 5, 2020;

8. The Declaration of Knoll Lowney in Support of Intervenor's Motion to Dismiss and Exhibits thereto, filed October 5, 2020;

9. Plaintiff RHA's Opposition to Intervenor's Motion to Dismiss and supporting Declarations of William Shadbolt, Harold Nyberg, and Richard Stephens and Exhibits thereto filed October 12, 2020;

10. Plaintiff RHA's Opposition to City's and Intervenor's Cross Motions for Summary Judgment and Reply in Support of Plaintiff's Motion for Partial Summary Judgment and supporting Declarations of William Shadbolt, Harold Nyberg, and Richard Stephens and Exhibits thereto filed October 12, 2020;

11. The files and records within RHA v. Ferguson, No. 19-2-19834-6 KNT, to include, Order Denying Motion for Pre-Election Injunctive Relief issued by Judge Michael Scott (sub 22).

PROCEDURAL BACKGROUND AND UNDISPUTED FACTS

1. In June of 2019, the City received an initiative petition requesting the City Council of the City to pass an ordinance prohibiting evictions except for

"good cause" in an effort to protect families and tenants and reduce homelessness. This initiative was assigned No. 19-001.

2. The city issued a determination within five days of receipt of the petition, stating that a determination of appropriateness would not be made due to likely conflicts with state law. (Stephens Decl. at Ex. D).
3. On July 12, 2019, Plaintiff RHA contacted the City Attorney and informed him the City was not following the proper initiative procedure regarding issuing a determination as to the appropriateness of the topic and formulating an impartial initiative statement. RHA contends this is in violation of City Code and State Law. (RCW 29A.72.040-060, FWRC 1.30.030-050)
4. On July 16, 2019, the City Council voted to place Initiative No. 19-001 on the ballot, contingent upon the County certifying the number of signatures.
5. In July of 2019RHA sought injunctive relief to prevent Initiative 19-001 from being included on the November ballot. *RHA v. Ferguson*, No. 19-2-19834-6 KNT.
6. On November 6, 2019, voters of the City of Federal Way adopted Initiative No. 19-001, a copy of which is attached hereto as Exhibit A. It is now codified under FWRC Chapter 20.05.
7. The title of Initiative 19-001 that voters found on the ballot provided as follows:

> City of Federal Way Initiative No. 19-001 concerns enacting rental requirements for landlords and rental rights for tenants:
>
> This citizen initiative would enact an ordinance to amend the Federal Way Revised Code to require landlords to comply with existing rental laws; to establish obligations and duties for landlords, and defenses and rights for tenants, regarding: requirements that landlords mush meet before evicting tenants, retaliatory actions, rental agreements, and rental agreement renewals; to create classes of tenants afforded additional rental rights; and to adopt penalties for landlords and procedures to enforce the measures. Should this citizen initiative be enacted into law?

8. The present action was brought by Plaintiff RHA to determine the legality of Federal Way's Initiative 19-001 now codified under FWRC Chapter 20.05.

9. In the present case, RHA's First Amended Complaint (corrected) (sub 16) seeks relief under Eight Causes of Action:

    1) Violation of RCW 35A.12.130 (Single Subject)

    2) Improper use of the Initiative for Administrative Matters

    3) Violation of Article XI, Section 11 of the Washington State Constitution and RCW Chapter 59.18 (Preemption)

    4) Taking of property under Article I, Section 16 of the Washington State Constitution.

    5) Damaging of property under Article I, Section 16 of the Washington State Constitution.

    6) Violation of Substantive Due Process under Article I, Section 3 of the Washington State Constitution.

    7) Violation of the Impairment of Contracts Clause in Article I, Section 23 of the Washington State Constitution.

    8) Violation of the City's Initiative Process.

10. This matter comes before the Court upon

    a. Plaintiff RHA's motions for partial summary judgment on claims 1, 2 and 8, and

    b. City of Federal Way's motions for partial summary judgment on claims 1, 3 and 6.

STANDARD FOR SUMMARY JUDGMENT

Summary judgment is appropriate when there are no genuine issues of material fact and the moving party is entitled to judgement as a matter of law. CR 56 (c); *Lakehaven Water and Sewer District v. City of Federal Way*, 195 Wn.2d 742, 752, 466 P.3d 213 (2020); *Coluccio v. King County*, 82 Wn.App. 45, 917 P.2d 145 (1996), rev. den. 130 Wn2d 1015 (1996).

The moving party bears the initial burden of showing the absence of an issue of

material fact. *Young v. Key Pharms., Inc.*, 112 Wn.2d 216, 225, 770 P.2d 182 (1989). After the moving party submits adequate affidavits, the nonmoving party must set forth specific facts which sufficiently rebut the moving party's contentions and disclose the existence of a genuine issue as to a material fact. *Meyer v. Univ. of Wash.*, 105 Wn.2d 847, 852, 719 P.2d 98 (1986). The court views all facts and reasonable inferences in the light most favorable to the nonmoving party. *Wilson v. Steinbach*, 98 Wn.2d 434, 437, 656 P.2d 1030 (1982).

The Court addresses the parties' cross motions in the order in which they were presented

RHA'S MOTIONS FOR PARTIAL SUMMARY JUDGMENT ARE DENIED

Plaintiff brings their Motions for Partial Summary Judgment before the Court claiming that the City's Initiative No. 19-001 is illegal as it:

(1) violates initiative processes outlined by FWRC 1.30.030-050 and RCW 29A.72.040-060.

(2) violates the Single Subject and Subject in Title Rule under RCW 35A.12.130,

(3) contains provisions that are administrative in nature as opposed to legislative;

1. Initiative 19-001 was Correctly Reconciled in Favor of State Law

Plaintiff requests summary judgment on their eighth cause of action claiming that Initiative 19-001 violated the City's Initiative Process because the City of Federal Way Attorney did not issue a determination as to the appropriateness of the topic. RHA contends the City attorney's failure is in violation of City Code and State Law. (RCW 29A.72.040-060, FWRC 1.30.030-050) and requires that the initiative be struck down. They are incorrect.

The City of Federal Way Attorney correctly refused to issue a determination of

appropriateness. The Federal Way Revised Code ("FWRC") provision that attempted to add this appropriateness determination violates State law. The City of Federal Way Attorney accurately and appropriately reconciled the conflict between the FWRC in favor of state law

The City of Federal Way is a non-charter code city. It its initiative procedures are governed by RCW Title 35A. RCW 35A.11.100 establishes field preemption with respect to the initiative process. *See Filo Foods LLC v. City of SeaTac*, 179 Wn. App. 401, 406, 319 P.3d 817 (2014) ("RCW 35.17.240–.360 governs the exercise of the initiative power by SeaTac voters."). The City of Federal Way may not establish new procedures or regulations on this process.

Specifically, the City may not create an internal process whereby local officials determine the validity or appropriateness of an initiative. Determining an initiative's validity is "exclusively a judicial function." *Eyman v. McGehee*, 173 Wn. App. 684, 686–87, 294 P.3d 847 (Div. 1, 2013); *See also Philadelphia II v. Gregoire*, 128 Wn.2d 707, 714, 911 P.2d 389 (1996).

Judge Scott ruled on this exact issue in *RHA v. Ferguson*, No. 19-2-19834-6 KNT (sub 22).

> [T]he City of Federal way was justified in not enforcing its local initiative procedures given that the state law has granted code cities the authority to adopt the initiative process, but not to adopt new relations on the process. RCW 35A.11.100. If a code city adopts the initiative process, it "shall be exercised in the manner set forth for the commission form of government in RW [sic] 35.17.240 through 35.17.360." [citing to Huff v. Hyman, 184 Wn.2d 643 (2015)]. Thus, there is field preemption that prevents the adoption of local initiative procedures. See, *Filo Foods, v. City of SeaTac*, 179 Wn.App.401 (2014), cert denied, 181 Wn.2d 1006 (2014). Moreover, the local procedures at issue in this case which purport to adopt additional pre-signature gathering procedures and add requirements for qualifying an initiative are inconsistent with state law. See, *State v. Evergreen Freedom Found.*, 192 Wn2nd 782 (2019) local initiative is commenced by submitting signatures). The requirement that the City Attorney pre-judge the initiative's validity is inconsistent with numerous precedents including *Eeman v. McGehee*, 173 Wn. App. 684, 686 (2013) ("[A] court may review the substance of an initiative petition to determine whether it is valid. Such a determination is exclusively a judicial function'").

RHA v. Ferguson, No. 19-2-19834-6 KNT (sub 22, p.3).

Plaintiff's motion for summary judgment on Count 8 of the Amended Petition is DENIED.

2. Initiative 19-001 does not violate the Single Subject Rule under RCW 35A.12.130

Plaintiff's seek summary judgment on their first cause of action, asserting that the Initiative violates the Single Subject Rule in violation of RCW 35A.12.130. Plaintiff has not established sufficient facts to overcome the presumption of validity and has not proven that this Initiative violates RCW 35A.12.130 beyond a reasonable doubt.

RCW 35A.12.130 provides that "[n]o ordinance shall contain more than one subject and that must be clearly expressed in its title." The statute provides that an ordinance (or initiative) is prohibited from including more than one general subject and is required to clearly express the single subject in its title.

RCW 35A.12.130 is modeled after Article II, Section 19 of the Washington State Constitution which applies to statewide initiatives. Since an initiative measure is "an exercise of the reserved power of the people to legislate," it carries a presumption of constitutionality. *Belas v. Kiga*, 135 Wn.2d 913, 920, 959 P.2d 1037 (1998). Article II, Section 19 is "liberally construed in favor of upholding legislation". *Washington Ass'n for Substance Abuse & Violence Prevention v State*, 174 Wash.2d 642, 654, 278 P.3d 632 (2012)(Hereinafter *WASAVP*).

Initiatives shall be "presumed constitutional and overturned only if there is no reasonable doubt that it violates the constitution." Amalgamated Transit Union Local 587 v. State of Washington, 142 Wn. 2d 183, 204, 11 P.3d 762 (2000) (Hereinafter *ATU*). Thus, challengers have the burden of demonstrating an initiative violates the constitution **beyond a reasonable doubt**. *Belas,*at 920. *See also, Washington Association for Substance Abuse and Violence Prevention v. Gruss*, 174 Wn.2d 642, 654, 278 P.3d 632 (2012).

> Article II, section 19 serves three purposes. *State ex rel. Wash. Toll Bridge Auth. v. Yelle*, 32 Wash.2d 13, 24, 200 P.2d 467 (1948). First, it prevents "logrolling," where a popular measure is attached to an unpopular one to ensure passage of the unpopular measure. *Pierce County* I, 150 Wash.2d at 429-30, 78 P.3d 640 (citing *Wash. Fed'n of State Emps. v. State*, 127 Wash.2d 544, 554, 901 P.2d 1028 (1995)). Second, it "enlighten[s] the members of the legislature [and voters considering initiatives] against provisions in bills of which the titles give no intimation." *Yelle*, 32 Wash.2d at 24, 200 P.2d 467. Third, it informs the public through the regular publication of legislative proceedings about the subjects being considered. *Id*. Initiatives that contain more than one subject are void in their entirety. *City of Burien v. Kiga*, 144 Wash.2d 819, 825, 31 P.3d 659 (2001) (citing

> *Power, Inc. v. Huntley*, 39 Wash.2d 191, 200, 235 P.2d 173 (1951)). We construe legislation liberally to avoid a multiple subject problem, but we do not shirk from our responsibility to enforce the constitution's mandates. *See, e.g.*, *Lee v. State*, 185 Wash.2d 608, 622-23, 374 P.3d 157 (2016) (finding a two subjects violation in an initiative that both set a sales tax rate and proposed a constitutional amendment requiring a supermajority vote or voter approval to raise taxes); *ATU*, 142 Wash.2d at 217, 11 P.3d 762 (finding a two subjects violation when an initiative set car tab fees at $30 and required a supermajority vote or voter approval to raise taxes).

Garfield County Transportation Authority v. State, 196 Wash.2d 378, 386, 473, P.3d 1205 (2020). (Hereinafter cited as *GCTA*); See also, *Am. Hotel & Lodging Ass'n v. City of Seattle*, 6 Wn. App. 2d 928, 938-939, 432 P.3d 434, *review granted*, 193 Wn.2d 1008, 439 P.3d 1069 (2019).

The first step in the single subject analysis is to determine whether the Initiative carries a broad or restrictive title. *Id.* at 939. If the ballot title is general in nature, the Court looks for rational unity among the matters in the initiative and whether those matters "are germane to the general title and one another." *Id.* If the title is broad, it will be liberally construed and even "incidental" provisions may be included "so long as they are related." *State ex rel. Washington Toll Bridge Auth. v. Yelle*, 32 Wn.2d 13, 26, 200 P.2d 467 (1948); *Am. Hotel & Lodging Ass'n v. City of Seattle*, 6 Wn. App. 2d 928 at 940 (2019). Only if the ballot title is restrictive, is there a requirement that the provisions "must fall squarely within the restrictive language." *Id.*

It is undisputed that the initiative title of Initiative 19-001 is broad and encompasses the overarching topic of landlord and tenant rights within the City of Federal Way. The initiative title clearly states its broad intent to "establish obligations and duties for landlords, and defenses and rights for tenants…" It goes on to clearly set forth the subjects addressed to include eviction requirements and defenses, retaliatory actions, rental agreements/renewals and "classes of tenants afforded additional rental rights".

Here, all that is required is that there should be a "rational unity between the general subject and the incidental subdivisions". *Washington Ass'n for Substance Abuse & Violence Prevention v State*, 174 Wash.2d 642, 656, 278 P.3d 632 (2012). *State v. Grisby*, 97 Wash.2d 493, 498, 647 P.2d 6 (1982).

"[T]he existence of rational unity or not is determined by whether the matters within the

> body of the initiative are germane to the general title and whether they are germane to one another." *Kiga*, 144 Wash.2d at 826, 31 P.3d 659 (citing *ATU*, 142 Wash.2d at 209-10, 11 P.3d 762).

GCTA, at 389.

Plaintiff contends that the provision containing eviction protections for certain occupations and classes was included to provide emotional support for the initiative and is not germane to the other subjects of the initiative.

In *Wash. Toll Brid Auth. V. State*, 49 Wn.2d 520, 523, 304 P.2d 676 (1956) legislation that established a permanent state agency and also created funding for a narrow in scope one-time event (a toll road between Tacoma, Seattle, and Everett) were not sufficiently germane to each other.

In *Amalgamated Transit Union Local 587 v. State* 142 Wn.2d 183, 11 P.3d 762 (2000) the Supreme Court found that an initiative which set license tab fees at $30, and which provided a continuing method of approving all future tax increases were unrelated and not germane.

Similarly, In *City of Burien v. Kiga*, 144 Wn.2d 819, 31 P.3d 659 (2001), the Supreme Court found that an initiative that sought to nullify various 1999 tax increases, impose a refund of those taxes, to change the method for assessing property taxes, and to impose a 2% cap for property tax increases violated the single subject rule. The Court found that retroactive tax refund provision and that the property tax assessment provision related to the general topic of tax relief. However, the Court found that the nullification and one-time refund of miscellaneous tax increases and monetary charges were not related to permanent and systemic changes in property tax assessments. The Court made similar findings in *Garfield County Transportation Authority v. State*, 196 Wash.2d 378, 386, 473, P.3d 1205 (2020) when it found that an initiative title was misleading because an "average informed lay voter would not think that the initiative [with a title that related to the reduction of motor vehicle tabs would also] eliminate the statutory mechanism for voters to approve charges in the future." Id at 402.

In *Am. Hotel & Lodging Ass'n v. City of Seattle*, 6 Wn. App. 2d 928, 432 P.3d 434, (Div I) *review granted*, 193 Wn.2d 1008, 439 P.3d 1069 (2019) the Court of Appeals found that an ordinance related to the working conditions of hotel workers dealt

with multiple subjects that were not germane to each other. That ordinance dealt with four distinct areas of the law: Part one protected employees from violent and sexual assaults; Part 2 protected employees from on-the-job injuries; Part 3 improved workers' access to affordable medical care; Part 4 provided job security when there was a change in hotel ownership. The Court of Appeals found that initiative provisions "arguably related to the ballot title because each 'may facilitate' the 'health, safety and labor conditions' of certain hotel workers." Id. at 942. However, the Court found that the operative provisions were completely unrelated with four distinct purposes. The Court distinguished its holding in *Am. Hotel & Lodging Ass'n* from its holding in *Filo Foods, LLC v. City of SeaTac*, 183 Wash.2d 770, 357 P.3d 1040 (Div 1, 2015).

In *Filo Foods, LLC*, the Court found that the contents of a ballot proposition did NOT violate the single subject rule. The Court found that the broad form of Ballot "Proposition No. 1 concerns labor standards for certain employers" included the following topics and that they were sufficiently germane to be included within the single subject rule.

> This Ordinance requires certain hospitality and transportation employers to pay specified employees a $15.00 hourly minimum wage, adjusted annually for inflation, and pay sick and safe time of 1 hour per 40 hours worked. Tips shall be retained by workers who performed the services. Employers must offer additional hours to existing part-time employees before hiring from the outside. SeaTac must establish auditing procedures to monitor and ensure compliance. Other labor standards are established

Id. at 783.

Similarly, in *Washington Ass'n for Substance Abuse & Violence Prevention v State*, 174 Wash.2d 642, 665, 278 P.3d 632 (2012), the Court upheld the scope and structure of an initiative. Initiative 1183 earmarked a portion of revenue raised from liquor license fees for the funding of public safety programs, including police, fire, and emergency services. *Id.* at 650, 278 P.3d 632. There the ballot title stated:

> "Initiative Measure No. 1183 concerns liquor: beer, wine, and spirits (hard liquor).
> "This measure would close state liquor stores and sell their assets; license private parties to sell and distribute spirits; set license fees based on sales; regulate licensees; and change regulation of wine distribution.

Id. at 647, 278 P.3d 632 .

Like the structure of Proposition 1 (*Filo Foods, LLC*), Initiative 1183 indicated a

general topic and then listed most of its operational measures. Like Initiative 19-001, the titles of both Proposition 1 and Initiative 1183 were general in nature.

The Court initially described "the public safety earmark's connection with the measure's liquor privatization provisions [to be] as arguably tenuous". However, the Court subsequently found an "obvious connection" between liquor sales and public safety" Id. At 656. As recently as October 2020, the Court described its findings in WASAVP as follows:

> "We found a close connection between liquor and wine, especially as they "share the common distinction of being liquor and have been governed as such by the same act for decades." ***Id.* at 659, 278 P.3d 632**. We concluded that advertising was clearly germane and that policy changes were not separate subjects for purposes of article II, section 19. ***Id.* at 659-60, 278 P.3d 632**.

GCTA, at 392-93.

Here, each provision of Initiative 19-001 falls squarely within the overall subject of Landlord and Tenant rights. Each is reasonably germane to the rest of the initiative because all of the subjects involve the operational fulfillment of the tenant. The creation of protections for classifications of tenants who have been the subject of unprotected discriminatory treatment (military personnel, first responders, etc), is well related to the overall policy of the initiative and germane to the other operational provisions.

Plaintiff's motion for Summary Judgment with respect to Plaintiff's motion for summary judgment on Count 1 of their Amended Complaint is DENIED.

3. Initiative 19-001 is Legislative and not Administrative

Plaintiffs seek summary judgment and a finding that portions of Initiative 19-001 are administrative rather than legislative. Initiative 19-001 is permanent and general in character and prescribes a new policy with provisions for its accomplishment. The ordinance is

Plaintiffs are correct that the local initiative power must is limited to "legislative powers that are within the authority of the city." *Spokane Entrepreneurial Ctr. v. Spokane Moves to Amend Constitution*, 185 Wn.2d 97, 107, 369 P.3d 140 (2016). They are correct that local administrative matters are outside the scope of local initiative power and may not be subject to initiative or referendum. *Id.* (quoting *Our Water–Our Choice!*, 170 Wn.2d at 8, 239 P.3d 589 (2010)).

However, actions that are permanent and general are generally legislative while actions that are temporary and of "special character" are usually administrative. *Leonard v. City of Bothell*, 87 Wn.2d 847, 850, 557 P.2d 1306, 1308 (1976). The question is ultimately "whether the proposition is one to make new law or to execute law already in existence." *Glob. Neighborhood v. Respect Washington,* 7 Wn. App. 2d 354, 394, 434 P.3d 1024, 1046, *review denied,* 193 Wn.2d 1019, 448 P.3d 69 (2019), *cert. denied*, 140 S. Ct. 638, 205 L. Ed. 2d 389 (2019). "The power to be exercised is legislative in its nature if it prescribes a new policy or plan; whereas, it is administrative in its nature if it merely pursues a plan already adopted by the legislative body itself" *Id.*

Initiative 19-001 establishes new policy that restricts landlords from evicting tenants in many instances except for "good cause." This establishes new policy that applies broadly and generally to all landlords within the City of Federal Way. By any measure, the clear policy statement and the provisions for its enactment are not temporary but permanent.

Plaintiffs argue that sections 6-8 of the Initiative are administrative because they deal with details related to the implementation of the initiative. They argue that the inclusion of "subjects such as enforcement of the initiative, definitions and miscellaneous provisions such as service of notices, waiver of provisions, the size of the font to be used in certain notices, and recission of agreements between landlords and tenants" are "administrative details" that are not legislative. Defendant correctly points out that such details are crucial to the effective implementation of the policies and procedures within the initiative. These provisions do not alter or negate any previous policy of the City or any policy already in existence. Rather, these provisions speak to the "fundamental and overriding purpose of the initiative". *Glob. Neighborhood v. Respect Washington,* 7 Wn. App. 2d at 395.

Plaintiff's motion for summary judgment on Count 2 of their Amended and Corrected Complaint is DENIED.

CITY'S MOTION FOR PARTIAL SUMMARY JUDGMENT

The City of Federal Way also brings a motion for partial summary judgment. The City argues specifically that there are no genuine issues of material fact as to Plaintiff's Causes of Action 1, 3, and 6. The City seeks dismissal of those Counts.

The City contends Initiative 19-001 is valid because (1) the initiative does not violate the Single Subject and Subject in Title Rule under RCW 35A.12.130, (2) Initiative 19-001 is not preempted by state law as the initiative's protections do not conflict, or may be harmonized, with state statute, and, (3) Initiative 19-001 is consistent with Due Process Protections under Article I, Section 3 of the Washington State Constitution because it has a rational basis.

There are no issues of material fact. Defendant's motions are Granted.

1. Initiative 19-001 does not Violate RCW 35A.12.130 (Single Subject)

As discussed above, Initiative 19-001 does not violate RCW 35A.12.120. Defendant's motion for Summary Judgment with respect to Count 1 of Plaintiffs' Amended Complaint is GRANTED. Count 1 of plaintiffs' Amended Complaint is dismissed.

2. Initiative 19-001 is not Preempted by State Law

The Residential Landlord Tenant Act and conflict preemption does not apply to Initiative 19-001 as the initiative can be reconciled in harmony with RCW 59.18.

Preemption occurs in two ways. First, field preemption occurs when "the legislature either expressly or by necessary implication states its intention to preempt the field." *Seattle v. Long*, 61 Wn. 737, 380 P.2d 472 (1963). Conflict preemption occurs "when a state statute and local ordinance are in such direct conflict they cannot be reconciled." *Kennedy v. City of Seattle*, 94 Wn.2d 376, 384, 617 P.2d 713 (1980). Whether a statute has a preemptive effect is a question of law for the courts to determine. *Kitsap County v. Kitsap Rifle and Revolver Club*, 1 Wn.App.2d 393, 405, 405 P.3d 1026 (2017).

Defendants urge the court to follow the precedent laid out in *Kennedy v. City of*

Seattle, supra.. In that case, the Washington Supreme Court determined an ordinance making it unlawful to evict a tenant from a houseboat without good cause was not preempted by RCW 59.18. Plaintiffs argue that there is vast discrepancy between what the Residential Landlord Tenant Act governed in 1980 compared to what it covers now.

The precedent of *Kennedy v. City of Seattle* is still valid. Field preemption does not prevent Initiative 19-001 from taking effect. The real question is whether Conflict preemption creates issues between Initiative 19-001 and RCW 59.18 that are irreconcilable. It does not.

Initiative 19-001 creates defenses to evictions and expands remedies provided by RCW 59.18.080. It also preserves a landlord's right to evict a tenant for failing to pay rent but creates a defense when withholding rent due to violations of RCW 59.18. In *Kennedy,* the Supreme Court spoke to many of the issues present in this conflict preemption analysis. Although Initiative 19-001 creates more defenses and protections for tenants, it preserves a landlord's rights to eviction under RCW 59.18. Nothing in the Initiative allows what the statute forbids, or forbids what the statute allows. Therefore, Initiative 19-001 is not preempted by RCW 59.18.

Defendant's motion for Summary Judgment with respect to Count 3 of Plaintiffs' Amended Complaint is GRANTED. Count 3 of plaintiffs' Amended Complaint is dismissed.

3. Initiative 19-001 has a rational basis to a legitimate state interest under Article I, Section 3 of the Washington State Constitution

Defendants move for summary judgement with respect to Plaintiff's sixth cause of action, Violation of Washington State Constitution Article I, Section 3, (Substantive Due Process) and ask the court to enter summary judgment on the limited question as to whether there is a rational basis for the regulation of the Landlord/Tenant relationship and the property rights of landlords. The parties distinguish between the Plaintiffs' void for vagueness claims under this cause and any Takings or Damaging of property claims asserted under Counts 4 and 5 of Plaintiffs' Complaint.

The standard of review for a determination of a Substantive Due Process claim with respect to regulations impacting the landlord/tenant relationship was set forth in *Yim*

v. City of Seattle, 194 Wn.2d 682, 451 P.3d 694 (2019).

> Article I, section 3 of the Washington State Constitution provides, "No person shall be deprived of life, liberty, or property, without due process of law." Our state due process protection against "the arbitrary exercise of the powers of government" has both procedural and substantive components. *State v. Cater's Motor Freight Sys., Inc.*, 27 Wash.2d 661, 667, 179 P.2d 496 (1947). The procedural component provides that "[w]hen a state seeks to deprive a person of a protected interest," the person must "receive notice of the deprivation and an opportunity to be heard to guard against erroneous deprivation." *Amunrud v. Bd. of Appeals*, 158 Wash.2d 208, 216, 143 P.3d 571 (2006). Meanwhile, the substantive component of due process "protects against arbitrary and capricious government action even when the decision to take action is pursuant to constitutionally *689 adequate procedures." *Id.* at 218-19, 143 P.3d 571. This case concerns only the substantive component.
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> In a substantive due process claim, courts scrutinize the challenged law according to "a means-ends test" to determine if "a regulation of private property is effective in achieving some legitimate public purpose." *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528, 542, 125 S. Ct. 2074, 161 L. Ed. 2d 876 (2005) (emphasis omitted). The level of scrutiny to be applied depends on "the nature of the right involved." *Amunrud*, 158 Wash.2d at 219, 143 P.3d 571. "State interference with a fundamental right is subject to strict scrutiny," which "requires that the infringement is narrowly tailored to serve a **698 compelling state interest." *Id.* at 220, 143 P.3d 571. Meanwhile, "[w]hen state action does not affect a fundamental right, the proper standard of review is rational basis," which requires only that "the challenged law must be rationally related to a legitimate state interest." *Id.* at 222, 143 P.3d 571.

Yim, at 688.

In *Yim*, the Supreme Court held that a rational basis review applies to a Landlord's substantive due process challenge to a municipal regulation of the landlord/tenant relationship. Id. at 693. The proper standard of review for this matter is rational basis review and requires only that the challenged law be rationally related to a legitimate state interest. *Id* at 689.

In the related case of *Chong Yim v. City of Seattle*, 194 Wash.2d 651, 451 P.3d 675 (2019), our Supreme Court distinguished between substantive due process claims and takings claims.

In *Chong Yim*, the City of Seattle adopted a "first in time" (FIT) rule that required Seattle landlords seeking to fill vacant tenancies to follow specific procedures and to accept the first qualified tenant subject to certain exceptions. The plaintiffs, Seattle landlords, were granted summary judgment that found that the FIT facially effected a pers se regulatory taking, infringed on the plaintiff's substantive due process rights, and

infringed on their plaintiffs' rights of free speech. On direct review, our Supreme Court reversed.

With respect to the takings claim, the *Chong Yim* Court found that the plaintiffs failed to show that the FIT fit into either of the per se taking categories in by failing to show that the FIT rule required landlords to suffer any permanent physical invasion of their properties, or deprived them of any economically beneficial use of their properties. With respect to the substantive due process claim, the *Chong Yim* Court held:

> Therefore, a law regulating the use of property violates substantive due process only if it "fails to serve any legitimate governmental objective," making it "arbitrary or irrational." *Chevron U.S.A.*, 544 U.S. at 542, 125 S.Ct. 2074; *see also Kentner v. City of Sanibel*, 750 F.3d 1274, 1280-81 (11th Cir. 2014), *cert. denied*, —— U.S. ——, 135 S. Ct. 950, 190 L.Ed.2d 831 (2015); *Samson v. City of Bainbridge Island*, 683 F.3d 1051, 1058 (9th Cir.), *cert.* *675 *denied*, 568 U.S. 1041, 133 S.Ct. 652, 184 L.Ed.2d 482 (2012). This test corresponds to rational basis review, which requires only that "the challenged law must be rationally related to a legitimate state interest." *Amunrud*, 158 Wash.2d at 222, 143 P.3d 571.
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> **********
>
> Rational basis review requires that "the challenged law must be rationally related to a legitimate state interest." *Id.* Rational basis review is highly deferential because "a court may assume the existence of any necessary state of facts which it can reasonably conceive in determining whether a rational relationship exists between the challenged law and a legitimate state interest." *Id.*

Chong Yim, at 675.

Here it is undisputed that Initiative 19-001 offers eviction protections to tenants. It is undisputed that "no cause" evictions are one of the leading causes of homelessness, and that homelessness is a growing epidemic in King County and surrounding areas. This problem has been recognized across all levels of state government. It is undisputed that Initiative 19-001 was created and passed in an effort to prevent retaliatory and discriminatory evictions and to protect those most vulnerable.

"Rational basis review does not invite a demanding inquiry by this court into whether the [proposed regulation] is good policy." Id. at 676.

On its face, Initiative 19-001 is rationally related to a state interest. Defendant's motion for summary judgment on this issue is GRANTED.

CONCLUSIONS

1. Plaintiff's first cause of action, that the Initiative violates the Single Subject Rule in RCW 35A.12.130, is dismissed with prejudice. Plaintiff has not established sufficient facts to overcome the presumption of validity and has not proven that this Initiative violates RCW 35A.12.130 beyond a reasonable doubt.
2. The Plaintiff's second cause of action, that Initiative 19-001 is administrative rather than legislative, is dismissed with prejudice. Initiative 19-001 is legislative because it is permanent and general and prescribes new policy with provisions for its accomplishment.
3. Plaintiff's third cause of action, that Initiative 19-001 is preempted by RCW 59.18 is dismissed with prejudice. Like *Kennedy,* landlord-tenant rights is not field preempted by the Residential Landlord Tenant Act and conflict preemption does not apply to Initiative 19-001 as it can be reconciled in harmony with RCW 59.18.
4. Defendants' motion for Summary Judgment with respect to Plaintiff's sixth cause of action, Violation of Washington Constitution Article I, Section 3, (substantive due process) is granted as the proposed regulation of the Landlord Tenant relationship and the impacts of the property of Federal Way Landlords has rational basis. Plaintiffs' void for vagueness claim is reserved.
5. Plaintiff's eighth cause of action, that Initiative 19-001 violated the City's Initiative Process, is dismissed with prejudice. Based on the record before it, this Court agrees with Judge Scott's previous decision, that the City Attorney was correct to reconcile the conflict between the Federal Way Revised Code and state law in favor of state law.

CONCLUSION

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiff RHA's Motions for Partial Summary Judgment are DENIED and Defendant City of Federal Way's Motions for Partial Summary Judgment are GRANTED.

DONE this ____ day of January, 2021

Judge Matthew Williams

EXHIBIT A

FWRC Chapter 20.05

FEDERAL WAY GOOD CAUSE EVICTION ORDINANCE[1]

Sections:

20.05.010 Findings.

(1) The people of the city of Federal Way hereby adopt the citizen initiative codified in this chapter for the purpose of protecting families and tenants and reducing homelessness. This measure is intended to: (a) require landlords to comply with tenant protection laws and show good cause before evicting a tenant; (b) prohibit retaliatory evictions; (c) prohibit discriminatory evictions based upon the tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator; (d) extend these protections to lease renewal actions; and (e) adopt penalties and procedures.

(2) The city of Federal Way faces an unprecedented housing affordability and homelessness crisis. This crisis has made tenants vulnerable to abuse, including violations of tenant protection laws and retaliatory and discriminatory evictions. These related abuses negatively impact our community.

(3) To protect families, promote community, stabilize the rental market, and reduce homelessness, landlords must comply with tenant protection laws and show good cause before evicting a tenant.

(4) Landlords are prohibited from evicting tenants based upon their status as members of the military, first responders, seniors, family members, health care providers, or educators. These individuals serve an essential role in our community and/or have been subject to discrimination in the rental housing market, and therefore need protections from discrimination in evictions.

(5) Landlords are prohibited from evicting tenants as retaliation for asserting their rights under tenant protection laws. Tenants deserve access to safe and healthy housing, but many tenants in our city live in substandard housing. Good cause eviction protection allows tenants to raise concerns with the habitability of a rental without the fear of retaliation in the form of a no-cause eviction, whether carried out through a traditional eviction or a lease renewal action.

(6) To protect the community and help our economy thrive, and to support basic fairness, the city will prohibit landlords from terminating a tenancy unless they comply with tenant protection laws and show good cause for the eviction, and the city will prohibit retaliatory evictions and evictions that discriminate against members of the military, first responders, seniors, family members, health care providers, or educators. These protections are extended to lease renewal actions.

(Initiative Measure No. 19-001, § 1, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.020 Establishing a defense to eviction where the landlord violates tenant protection laws or lacks good cause to terminate the tenancy.

(1) It is the intent of this section to require landlords to comply with tenant protection laws and to show good cause before taking action to terminate a tenancy.

(2) A tenant threatened with eviction shall be entitled to a defense from eviction as set forth in this section.

(3) It shall be a defense against eviction to show that the landlord seeking an eviction either is in violation of tenant protection laws, or lacks good cause for eviction as set forth in this section.

(4) It shall be a defense against eviction that the landlord is, at time of eviction, in violation of tenant protection laws.

(5) It shall be a defense against eviction that the landlord lacks good cause to evict the tenant. Only the following justifications constitute good cause under this chapter:

(a) The tenant fails to pay rent, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law and having failed to cure within the time required by state law. However, this subsection (5)(a) shall not constitute grounds for eviction where the tenant has withheld rent due to conditions that deprive the tenant or occupants of normal use of the dwelling unit.

(b) The tenant substantially and materially breaches a non-monetary requirement of the rental agreement, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law and having failed to take reasonable steps to cure the breach within the time required by state law.

(c) The tenant has committed or permitted waste upon the premises, unlawful activity, or an ongoing, substantial interference with the use and enjoyment of the premises by the landlord or neighbors of the tenant, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law.

(d) A person enters upon land of another without the permission of the owner and without having color of title thereto and refuses to vacate, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law. This provision shall not apply to an immediate family member of a tenant of record absent a violation of legal occupancy limits.

(e) The landlord, in good faith, without ulterior reasons and with honest intent, seeks to remove the dwelling unit from the rental market for one of the following reasons, after providing the tenant with 120-day advanced written notice of the eviction: (i) the landlord or his or her immediate family seeks to occupy the dwelling unit as their principal residence; (ii) the landlord seeks to convert the dwelling unit to a condominium pursuant to RCW 64.34.440; (iii) the landlord seeks to demolish or substantially rehabilitate the dwelling unit; (iv) a governmental entity has prohibited the continued rental of the dwelling unit to the tenant; or (v) the landlord intends to remove the dwelling unit from the rental market for at least a 24-month period. There is a rebuttable presumption that the landlord did not act in good faith, if, after the landlord terminates the tenancy under subsection (5)(e)(i) of this section, the landlord or their immediate family fails to occupy the unit as a principal residence for at least 90 consecutive days during the 120 days immediately after the tenant vacated. Moreover, if the landlord owns a similar vacant unit, and chooses instead to take possession of the dwelling unit occupied by a tenant, there shall be a rebuttable presumption that the landlord is acting in bad faith. A landlord may not recover possession pursuant to subsection (5)(e)(i) of this section more than once in any 36-month period. No notice is required to take possession when the tenant is a former owner of the dwelling unit and the landlord is the new owner of the dwelling unit.

(f) The tenant continues in possession after the expiration of a rental agreement after having declined to enter a new or extended rental agreement offered pursuant to FWRC 20.05.050.

(g) The tenant continues in possession after having received a 30-day notice to quit due to chronic, unexcused, and unjustified failure to pay rent, with such pattern documented in the filing of numerous unlawful detainer actions over a 12-month period.

(h) The dwelling unit was provided to the tenant as part of a transitional housing program or other program which receives public funding and operates on a model that provides temporary housing.

(i) The landlord resides in the dwelling unit and no longer wishes to cohabitate with the tenant.

(j) The landlord establishes other good cause under FWRC 20.05.060.

(6) If a tenant dies, vacates, or voluntarily or involuntarily abandons the dwelling unit, the protections of this section apply to any remaining co-tenants in the dwelling unit. However, the landlord may require any remaining co-tenant to take over the existing rental agreement as a condition of remaining in the dwelling unit.

(Initiative Measure No. 19-001, § 2, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.030 Prohibiting retaliatory evictions.

(1) It shall be a violation of this chapter and a defense against eviction for a landlord to threaten, commence, or carry out retaliation or a retaliatory eviction due to the tenant having asserted rights and protections afforded by this chapter or another tenant protection law.

(2) There shall be a rebuttable presumption that the landlord's action was retaliatory if the action occurred within nine months of the tenant asserting a right or defense afforded by this chapter or another tenant protection law.

(3) A landlord who retaliates against a tenant for asserting rights or defenses afforded by this chapter or under another tenant protection law shall be liable to the tenant for penalties and other relief under FWRC 20.05.060.

(Initiative Measure No. 19-001, § 3, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.040 Prohibiting evictions based upon tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

(1) The people of the city of Federal Way hereby declare their intent to outlaw discriminatory evictions against members of the military, first responders, seniors, family members, health care providers, and educators. Additional protection is provided to these groups of tenants because they serve an essential role in our community, they have been subject to documented discrimination in the rental housing market, or they are likely to face discrimination in the rental market.

(2) It shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant based upon the tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

(3) To carry out the policy protecting family members, it shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant or the tenant's immediate family members based upon a tenant's immediate family members residing in the unit, absent a violation of occupancy limits under federal, state, or local law.

(Initiative Measure No. 19-001, § 4, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.050 Prohibiting retaliation and discrimination in lease renewal actions.

(1) It has been documented that some landlords circumvent tenant protections by carrying out retaliatory or discriminatory evictions through lease renewal actions, including refusing to renew a rental agreement or imposing new, non-financial terms which are known to be incompatible with the tenant's continued tenancy. The intent of this section is to enforce the protections of this chapter by extending its protections to lease renewal actions to the extent permitted by law.

(2) Between 60 and 90 days prior to the expiration of the existing rental term, the landlord must offer a tenant the opportunity to enter into a new rental agreement or to extend the existing rental agreement, either on a term or month-to-month basis, unless the existing lease provides for automatic extension on a month-to-month basis. The landlord may change the duration and financial terms of the agreement, but the proposal cannot include other material changes from the terms of the expiring lease. The landlord must deliver the proposed new or extended rental agreement to the tenant in accordance with RCW 59.12.040 and give the tenant 30 days to accept or decline the proposed new or extended rental agreement. If the tenant declines to enter a new or extended rental agreement, the landlord may end the tenancy according to the term of the expiring rental agreement.

(3) Lease renewal actions are subject to prohibitions on retaliation and discrimination in FWRC 20.05.030 and 20.05.040.

(4) A landlord may decline to offer a new or extended lease to a tenant under this section for good cause as defined in FWRC 20.05.020, in which case the landlord must provide the tenant with notice identifying the good cause. The notice shall be provided at least 60 days prior to the expiration of the existing rental term unless a different notice period applies under FWRC 20.05.020.

(5) If the city is found to lack authority to prohibit evictions for failure to comply with this section, the purposes of this chapter and section shall be carried out by allowing tenants to obtain penalties and other remedies for noncompliance with the mandates of this section, regardless of whether the tenant remains in the dwelling unit.

(Initiative Measure No. 19-001, § 5, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.060 Adopting penalties and procedures.

(1) Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.

(2) A landlord who violates this chapter shall be liable for penalties of up to four and one-half times the monthly rent of the dwelling unit at issue.

(3) Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

(4) A tenant or an organization representing tenants may seek injunctive relief on their own behalf or on behalf of other affected tenants.

(5) A landlord may seek a court order allowing a particular eviction or exempting them from a provision of this chapter if they can show that a provision of this chapter, if fully enforced, would constitute either (a) an undue and significant economic hardship; or (b) a takings under the United States or Washington State Constitutions; or (c) that the chapter as applied is preempted by federal or state law.

(6) Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

(Initiative Measure No. 19-001, § 6, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.070 Definitions.
For the purposes of this chapter:

"Dwelling unit" or *"unit"* is a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences, units of multiplexes, units of apartment buildings, and mobile homes.

"Eviction" or *"evict"* is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease pursuant to this chapter, or seeking a mutual termination agreement.

"Immediate family" includes: spouse, domestic partner, or partner in a committed intimate relationship; and parents, grandparents, children, grandchildren, siblings, nieces, and nephews, whether related by blood, marriage, domestic partnership, or committed intimate relationship.

"Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

"Lease renewal actions" include actions taken in the lease renewal process which could have the effect of ending the tenancy, including but not limited to a landlord's refusal to renew a rental agreement or the addition of new material non-financial terms to a renewed rental agreement.

"Mutual termination agreement" means any agreement by a landlord and tenant to terminate a tenancy.

"Rent" means any recurring or periodic payments for the use and occupancy of the dwelling unit, which may include utilities. Rent does not include any nonrecurring charges such as late fees, notice fees, attorneys' fees, court costs, damages, or other fees.

"Rental agreement" means all agreements subscribed to in writing by the tenant which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

"Retaliation" has the same meaning as "reprisal or retaliatory action" under RCW 59.18.240.

"Retaliatory eviction" is an eviction in response to a tenant's assertion of rights or protections afforded under this chapter or another tenant protection law.

"Tenancy" refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes.

"Tenant" is any person who occupies a dwelling unit primarily for living or dwelling purposes.

"Tenant protection laws" includes this chapter, RCW 59.18.060, 59.18.240, and any other federal, state, or local law or regulation designed to protect tenants, regardless of whether such laws or regulations are enacted before or after this chapter.

"Transitional housing" means housing units owned, operated, or managed by a nonprofit organization or governmental entity in which supportive services are provided to individuals and families that were formerly homeless, with the intent for them to move to permanent housing.

(Initiative Measure No. 19-001, § 7, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.080 Miscellaneous.

(1) Nothing in this chapter eliminates a tenant's rights under a rental agreement, including the right to civil relief if a landlord terminates a rental agreement before its expiration.

(2) All written notices required under this chapter must be served in a manner consistent with RCW 59.12.040. Any notice served pursuant to this section shall identify the facts and circumstances that support the cause or causes with enough specificity for the tenant to be able to respond and assert any defense that may be available. Failure to comply with notice requirements constitutes a violation of this chapter.

(3) Any notice issued pursuant to this chapter shall include the following, in bold letters of at least 16 point font: "If you are a Veteran of the U.S. Military, you may be able to access housing resources by calling 2-1-1 or contacting the King County Veterans Program for assistance with rent, relocation, or other support services."

(4) Except as provided in FWRC 20.05.020(5)(e), (f) or (g), or in FWRC 20.05.050, a notice may not form a part of any basis for an eviction action if more than 60 days have passed since issuance of the notice.

(5) The provisions of this chapter may not be waived, and any term of any rental agreement, contract, mutual termination agreement, or other agreement which purports to waive or limit a tenant's substantive or procedural rights under this chapter is contrary to public policy, unenforceable, and void. A landlord may not coerce a tenant to sign a mutual termination agreement. A tenant may rescind a mutual termination agreement by: (a) delivering written or electronic notice of rescission to the landlord within 10 business days after signing the agreement; or (b) at a later time, by establishing that the tenant improvidently entered into the agreement, which may be demonstrated by an examination of the unequal bargaining power between the parties, vulnerability of the tenant, legitimacy of landlord's reasons for seeking termination, and whether tenant was able to procure alternative housing within the time allotted in the agreement.

(6) The provisions of this chapter are declared to be separate and severable. If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect any other provision or application of this chapter that can be given effect without the invalid provision or application. Moreover, if a provision or its application is declared invalid due to preemption by state or federal law, then the remainder shall remain valid.

(7) Any ambiguity in this chapter shall be construed in favor of the tenant. Statements that noncompliance with certain provisions constitutes a violation of this chapter and/or are subject to penalties are provided for emphasis only and such statements shall not be construed to mean that noncompliance with other provisions does not constitute a violation subject to penalties.

(8) This Act shall be known as the Federal Way Good Cause Eviction Ordinance.

(Initiative Measure No. 19-001, § 8, approved by voters at November 2019 election, certified November 26, 2019.)

[1] Code reviser's note: This chapter was adopted by citizen initiative and can only be amended or repealed by a vote of the people.

King County Superior Court
Judicial Electronic Signature Page

Case Number:	19-2-32370-1
Case Title:	RENTAL HOUSING ASSOC OF WA VS CITY OF FEDERAL WAY
Document Title:	ORDER RE MOTIONS - PARTIAL SUMMARY JUDGMENT
Signed By:	Matt Williams
Date:	January 04, 2021

Judge: Matt Williams

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