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**HOUSE BILL 1720**

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**State of Washington 65th Legislature 2017 Regular Session**

**By** Representative Shea

AN ACT Relating to rental agreement terms and content under the manufactured/mobile home landlord-tenant act; and amending RCW 59.20.090.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

**Sec.**  RCW 59.20.090 and 2010 c 8 s 19034 are each amended to read as follows:

(1) Unless otherwise agreed, rental agreements shall be for a term of one year. Any rental agreement of ((~~whatever~~)) a duration of one year or more shall be automatically renewed for ((~~the~~)) a term of ((~~the original rental agreement~~)) one year, unless a different specified term is agreed upon. However, any month-to-month rental agreement shall continue as month-to-month unless a different specified term is agreed upon.

(2) A landlord's rental agreement to renew a tenancy under subsection (1) of this section may include new or revised terms, conditions, or regulations as long as the tenant is given three months' notice of the revisions to any terms, conditions, or regulations prior to renewal, and the new terms, conditions, or regulations:

(a) Implement a statute or ordinance;

(b) Comply with the rights and remedies provided to tenants under this chapter; and

(c) Do not require an alteration of the manufactured/mobile home or alteration or new construction of an accessory building or structure.

(3) Once the landlord has provided written notice of any new or revised terms, conditions, or regulations in the rental agreement for the renewal of an expiring rental agreement as provided under this section, the new rental agreement becomes effective upon the expiration of the term of the existing rental agreement.

(4) A landlord seeking to increase the rent upon expiration of the term of a rental agreement of any duration shall notify the tenant in writing three months prior to the effective date of any increase in rent.

((~~(3)~~)) (5)(a) A tenant shall notify the landlord in writing one month prior to the expiration of a rental agreement of an intention not to renew.

((~~(4)~~)) (b) A landlord shall notify the tenant in writing of an intention not to renew the rental agreement twelve months prior to the intended termination of tenancy or the actual expiration date of the current rental agreement, whichever would occur last. After such notice of an intention not to renew: Automatic renewal of the rental agreement as outlined in subsection (1) of this section is precluded; the landlord may not impose a rental increase for the tenant subject to the notice; and at the expiration of the current rental agreement, the tenant shall be considered a month-to-month tenant on the same terms of the agreement for a limited period in which the tenancy must be terminated and the space must be vacated by the end of the twelve months' notice period.

(6)(a) The tenant may terminate the rental agreement upon thirty days written notice whenever a change in the location of the tenant's employment requires a change in his or her residence, and shall not be liable for rental following such termination unless after due diligence and reasonable effort the landlord is not able to rent the mobile home lot at a fair rental. If the landlord is not able to rent the lot, the tenant shall remain liable for the rental specified in the rental agreement until the lot is rented or the original term ends.

(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may terminate a rental agreement with less than thirty days notice if the tenant receives reassignment or deployment orders which do not allow greater notice. The tenant shall provide notice of the reassignment or deployment order to the landlord no later than seven days after receipt.

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