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HOUSE BILL 1720

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State of Washington                      65th Legislature                      2017 Regular Session

By Representative Shea

Read first time 01/27/17. Referred to Committee on Judiciary.

1            AN ACT Relating to rental agreement terms and content under the  
2 manufactured/mobile home landlord-tenant act; and amending RCW  
3 59.20.090.

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

5            **Sec. 1.** RCW 59.20.090 and 2010 c 8 s 19034 are each amended to  
6 read as follows:

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

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

20            (a) Implement a statute or ordinance;

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

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

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

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

15 ~~((+3))~~ (5)(a) A tenant shall notify the landlord in writing one  
16 month prior to the expiration of a rental agreement of an intention  
17 not to renew.

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

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

39 (b) Any tenant who is a member of the armed forces, including the  
40 national guard and armed forces reserves, or that tenant's spouse or

1 dependent, may terminate a rental agreement with less than thirty  
2 days notice if the tenant receives reassignment or deployment orders  
3 which do not allow greater notice. The tenant shall provide notice of  
4 the reassignment or deployment order to the landlord no later than  
5 seven days after receipt.

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