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ENGROSSED SUBSTITUTE HOUSE BILL 1138

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State of Washington

66th Legislature

2019 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Ryu, Barkis, Leavitt, Reeves, Harris, Macri, Klippert, Kilduff, Dolan, Shea, Sells, Appleton, Goodman, Young, Riccelli, and Stanford; by request of Military Department)

READ FIRST TIME 02/05/19.

1 AN ACT Relating to the armed forces exceptions for giving notice  
2 of termination of tenancy; amending RCW 59.18.200, 59.18.220,  
3 59.20.030, and 59.20.090; and reenacting and amending RCW 59.18.030.

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

5 **Sec. 1.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and  
6 amended to read as follows:

7 As used in this chapter:

8 (1) "Certificate of inspection" means an unsworn statement,  
9 declaration, verification, or certificate made in accordance with the  
10 requirements of RCW 9A.72.085 by a qualified inspector that states  
11 that the landlord has not failed to fulfill any substantial  
12 obligation imposed under RCW 59.18.060 that endangers or impairs the  
13 health or safety of a tenant, including (a) structural members that  
14 are of insufficient size or strength to carry imposed loads with  
15 safety, (b) exposure of the occupants to the weather, (c) plumbing  
16 and sanitation defects that directly expose the occupants to the risk  
17 of illness or injury, (d) not providing facilities adequate to supply  
18 heat and water and hot water as reasonably required by the tenant,  
19 (e) providing heating or ventilation systems that are not functional  
20 or are hazardous, (f) defective, hazardous, or missing electrical  
21 wiring or electrical service, (g) defective or hazardous exits that

1 increase the risk of injury to occupants, and (h) conditions that  
2 increase the risk of fire.

3 (2) "Commercially reasonable manner," with respect to a sale of a  
4 deceased tenant's personal property, means a sale where every aspect  
5 of the sale, including the method, manner, time, place, and other  
6 terms, must be commercially reasonable. If commercially reasonable, a  
7 landlord may sell the tenant's property by public or private  
8 proceedings, by one or more contracts, as a unit or in parcels, and  
9 at any time and place and on any terms.

10 (3) "Comprehensive reusable tenant screening report" means a  
11 tenant screening report prepared by a consumer reporting agency at  
12 the direction of and paid for by the prospective tenant and made  
13 available directly to a prospective landlord at no charge, which  
14 contains all of the following: (a) A consumer credit report prepared  
15 by a consumer reporting agency within the past thirty days; (b) the  
16 prospective tenant's criminal history; (c) the prospective tenant's  
17 eviction history; (d) an employment verification; and (e) the  
18 prospective tenant's address and rental history.

19 (4) "Criminal history" means a report containing or summarizing  
20 (a) the prospective tenant's criminal convictions and pending cases,  
21 the final disposition of which antedates the report by no more than  
22 seven years, and (b) the results of a sex offender registry and  
23 United States department of the treasury's office of foreign assets  
24 control search, all based on at least seven years of address history  
25 and alias information provided by the prospective tenant or available  
26 in the consumer credit report.

27 (5) "Designated person" means a person designated by the tenant  
28 under RCW 59.18.590.

29 (6) "Distressed home" has the same meaning as in RCW 61.34.020.

30 (7) "Distressed home conveyance" has the same meaning as in RCW  
31 61.34.020.

32 (8) "Distressed home purchaser" has the same meaning as in RCW  
33 61.34.020.

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

39 (10) "Eviction history" means a report containing or summarizing  
40 the contents of any records of unlawful detainer actions concerning

1 the prospective tenant that are reportable in accordance with state  
2 law, are lawful for landlords to consider, and are obtained after a  
3 search based on at least seven years of address history and alias  
4 information provided by the prospective tenant or available in the  
5 consumer credit report.

6 (11) "Gang" means a group that: (a) Consists of three or more  
7 persons; (b) has identifiable leadership or an identifiable name,  
8 sign, or symbol; and (c) on an ongoing basis, regularly conspires and  
9 acts in concert mainly for criminal purposes.

10 (12) "Gang-related activity" means any activity that occurs  
11 within the gang or advances a gang purpose.

12 (13) "In danger of foreclosure" means any of the following:

13 (a) The homeowner has defaulted on the mortgage and, under the  
14 terms of the mortgage, the mortgagee has the right to accelerate full  
15 payment of the mortgage and repossess, sell, or cause to be sold the  
16 property;

17 (b) The homeowner is at least thirty days delinquent on any loan  
18 that is secured by the property; or

19 (c) The homeowner has a good faith belief that he or she is  
20 likely to default on the mortgage within the upcoming four months due  
21 to a lack of funds, and the homeowner has reported this belief to:

22 (i) The mortgagee;

23 (ii) A person licensed or required to be licensed under chapter  
24 19.134 RCW;

25 (iii) A person licensed or required to be licensed under chapter  
26 19.146 RCW;

27 (iv) A person licensed or required to be licensed under chapter  
28 18.85 RCW;

29 (v) An attorney-at-law;

30 (vi) A mortgage counselor or other credit counselor licensed or  
31 certified by any federal, state, or local agency; or

32 (vii) Any other party to a distressed property conveyance.

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

38 (15) "Mortgage" is used in the general sense and includes all  
39 instruments, including deeds of trust, that are used to secure an  
40 obligation by an interest in real property.

1 (16) "Owner" means one or more persons, jointly or severally, in  
2 whom is vested:

3 (a) All or any part of the legal title to property; or

4 (b) All or part of the beneficial ownership, and a right to  
5 present use and enjoyment of the property.

6 (17) "Person" means an individual, group of individuals,  
7 corporation, government, or governmental agency, business trust,  
8 estate, trust, partnership, or association, two or more persons  
9 having a joint or common interest, or any other legal or commercial  
10 entity.

11 (18) "Premises" means a dwelling unit, appurtenances thereto,  
12 grounds, and facilities held out for the use of tenants generally and  
13 any other area or facility which is held out for use by the tenant.

14 (19) "Property" or "rental property" means all dwelling units on  
15 a contiguous quantity of land managed by the same landlord as a  
16 single, rental complex.

17 (20) "Prospective landlord" means a landlord or a person who  
18 advertises, solicits, offers, or otherwise holds a dwelling unit out  
19 as available for rent.

20 (21) "Prospective tenant" means a tenant or a person who has  
21 applied for residential housing that is governed under this chapter.

22 (22) "Qualified inspector" means a United States department of  
23 housing and urban development certified inspector; a Washington state  
24 licensed home inspector; an American society of home inspectors  
25 certified inspector; a private inspector certified by the national  
26 association of housing and redevelopment officials, the American  
27 association of code enforcement, or other comparable professional  
28 association as approved by the local municipality; a municipal code  
29 enforcement officer; a Washington licensed structural engineer; or a  
30 Washington licensed architect.

31 (23) "Reasonable attorneys' fees," where authorized in this  
32 chapter, means an amount to be determined including the following  
33 factors: The time and labor required, the novelty and difficulty of  
34 the questions involved, the skill requisite to perform the legal  
35 service properly, the fee customarily charged in the locality for  
36 similar legal services, the amount involved and the results obtained,  
37 and the experience, reputation and ability of the lawyer or lawyers  
38 performing the services.

39 (24) "Reasonable manner," with respect to disposing of a deceased  
40 tenant's personal property, means to dispose of the property by

1 donation to a not-for-profit charitable organization, by removal of  
2 the property by a trash hauler or recycler, or by any other method  
3 that is reasonable under the circumstances.

4 (25) "Rental agreement" means all agreements which establish or  
5 modify the terms, conditions, rules, regulations, or any other  
6 provisions concerning the use and occupancy of a dwelling unit.

7 (26) A "single-family residence" is a structure maintained and  
8 used as a single dwelling unit. Notwithstanding that a dwelling unit  
9 shares one or more walls with another dwelling unit, it shall be  
10 deemed a single-family residence if it has direct access to a street  
11 and shares neither heating facilities nor hot water equipment, nor  
12 any other essential facility or service, with any other dwelling  
13 unit.

14 (27) A "tenant" is any person who is entitled to occupy a  
15 dwelling unit primarily for living or dwelling purposes under a  
16 rental agreement.

17 (28) "Tenant representative" means:

18 (a) A personal representative of a deceased tenant's estate if  
19 known to the landlord;

20 (b) If the landlord has no knowledge that a personal  
21 representative has been appointed for the deceased tenant's estate, a  
22 person claiming to be a successor of the deceased tenant who has  
23 provided the landlord with proof of death and an affidavit made by  
24 the person that meets the requirements of RCW 11.62.010(2);

25 (c) In the absence of a personal representative under (a) of this  
26 subsection or a person claiming to be a successor under (b) of this  
27 subsection, a designated person; or

28 (d) In the absence of a personal representative under (a) of this  
29 subsection, a person claiming to be a successor under (b) of this  
30 subsection, or a designated person under (c) of this subsection, any  
31 person who provides the landlord with reasonable evidence that he or  
32 she is a successor of the deceased tenant as defined in RCW  
33 11.62.005. The landlord has no obligation to identify all of the  
34 deceased tenant's successors.

35 (29) "Tenant screening" means using a consumer report or other  
36 information about a prospective tenant in deciding whether to make or  
37 accept an offer for residential rental property to or from a  
38 prospective tenant.

1 (30) "Tenant screening report" means a consumer report as defined  
2 in RCW 19.182.010 and any other information collected by a tenant  
3 screening service.

4 (31) "Active duty" means service authorized by the president of  
5 the United States, the secretary of defense, or the governor for a  
6 period of more than thirty consecutive days.

7 (32) "Orders" means written official military orders, or any  
8 written notification, certification, or verification from the service  
9 member's commanding officer, with respect to the service member's  
10 current or future military status.

11 (33) "Permanent change of station" means: (a) Transfer to a unit  
12 located at another port or duty station; (b) change in a unit's home  
13 port or permanent duty station; (c) call to active duty for a period  
14 not less than ninety days; (d) separation; or (e) retirement.

15 (34) "Service member" means an active member of the United States  
16 armed forces, a member of a military reserve component, or a member  
17 of the national guard who is either stationed in or a resident of  
18 Washington state.

19 **Sec. 2.** RCW 59.18.200 and 2008 c 113 s 4 are each amended to  
20 read as follows:

21 (1)(a) When premises are rented for an indefinite time, with  
22 monthly or other periodic rent reserved, such tenancy shall be  
23 construed to be a tenancy from month to month, or from period to  
24 period on which rent is payable, and shall be terminated by written  
25 notice of twenty days or more, preceding the end of any of the months  
26 or periods of tenancy, given by either party to the other.

27 (b) Any tenant who is a member of the armed forces, including the  
28 national guard and armed forces reserves, or that tenant's spouse or  
29 dependent, may terminate a rental agreement with less than twenty  
30 days' written notice if the tenant receives (~~reassignment~~)  
31 permanent change of station or deployment orders that do not allow a  
32 twenty-day written notice.

33 (2)(a) Whenever a landlord plans to change to a policy of  
34 excluding children, the landlord shall give a written notice to a  
35 tenant at least ninety days before termination of the tenancy to  
36 effectuate such change in policy. Such ninety-day notice shall be in  
37 lieu of the notice required by subsection (1) of this section.  
38 However, if after giving the ninety-day notice the change in policy

1 is delayed, the notice requirements of subsection (1) of this section  
2 shall apply unless waived by the tenant.

3 (b) Whenever a landlord plans to change any apartment or  
4 apartments to a condominium form of ownership, the landlord shall  
5 provide a written notice to a tenant at least one hundred twenty days  
6 before termination of the tenancy, in compliance with RCW  
7 64.34.440(1), to effectuate such change. The one hundred twenty-day  
8 notice is in lieu of the notice required in subsection (1) of this  
9 section. However, if after providing the one hundred twenty-day  
10 notice the change to a condominium form of ownership is delayed, the  
11 notice requirements in subsection (1) of this section apply unless  
12 waived by the tenant.

13 **Sec. 3.** RCW 59.18.220 and 2003 c 7 s 2 are each amended to read  
14 as follows:

15 (1) In all cases where premises are rented for a specified time,  
16 by express or implied contract, the tenancy shall be deemed  
17 terminated at the end of such specified time.

18 (2) Any tenant who is a member of the armed forces, including the  
19 national guard and armed forces reserves, or that tenant's spouse or  
20 dependent, may terminate a tenancy for a specified time if the tenant  
21 receives (~~reassignment~~) permanent change of station or deployment  
22 orders. (~~The tenant shall provide notice of the reassignment or~~  
23 ~~deployment order to the landlord no later than seven days after~~  
24 ~~receipt~~) Before terminating the tenancy, the tenant, or that  
25 tenant's spouse or dependent, shall provide written notice of twenty  
26 days or more to the landlord, which notice shall include a copy of  
27 the official military orders or a signed letter from the service  
28 member's commanding officer confirming any of the following criteria  
29 are met:

30 (a) The service member is required, pursuant to a permanent  
31 change of station orders, to move thirty-five miles or more from the  
32 location of the rental premises;

33 (b) The service member is prematurely or involuntarily discharged  
34 or released from active duty;

35 (c) The service member is released from active duty after having  
36 leased the rental premises while on active duty status and the rental  
37 premises is thirty-five miles or more from the service member's home  
38 of record prior to entering active duty;

1 (d) After entering into a rental agreement, the commanding  
2 officer directs the service member to move into government provided  
3 housing;

4 (e) The service member receives temporary duty orders, temporary  
5 change of station orders, or active duty orders to an area thirty-  
6 five miles or more from the location of the rental premises, provided  
7 such orders are for a period not less than ninety days; or

8 (f) The service member has leased the property, but prior to  
9 taking possession of the rental premises, receives change of station  
10 orders to an area that is thirty-five miles or more from the location  
11 of the rental premises.

12 **Sec. 4.** RCW 59.20.030 and 2008 c 116 s 2 are each amended to  
13 read as follows:

14 For purposes of this chapter:

15 (1) "Abandoned" as it relates to a mobile home, manufactured  
16 home, or park model owned by a tenant in a mobile home park, mobile  
17 home park cooperative, or mobile home park subdivision or tenancy in  
18 a mobile home lot means the tenant has defaulted in rent and by  
19 absence and by words or actions reasonably indicates the intention  
20 not to continue tenancy;

21 (2) "Eligible organization" includes local governments, local  
22 housing authorities, nonprofit community or neighborhood-based  
23 organizations, federally recognized Indian tribes in the state of  
24 Washington, and regional or statewide nonprofit housing assistance  
25 organizations;

26 (3) "Housing authority" or "authority" means any of the public  
27 body corporate and politic created in RCW 35.82.030;

28 (4) "Landlord" means the owner of a mobile home park and includes  
29 the agents of a landlord;

30 (5) "Local government" means a town government, city government,  
31 code city government, or county government in the state of  
32 Washington;

33 (6) "Manufactured home" means a single-family dwelling built  
34 according to the United States department of housing and urban  
35 development manufactured home construction and safety standards act,  
36 which is a national preemptive building code. A manufactured home  
37 also: (a) Includes plumbing, heating, air conditioning, and  
38 electrical systems; (b) is built on a permanent chassis; and (c) can  
39 be transported in one or more sections with each section at least



1 eight feet wide and forty feet long when transported, or when  
2 installed on the site is three hundred twenty square feet or greater;

3 (7) "Manufactured/mobile home" means either a manufactured home  
4 or a mobile home;

5 (8) "Mobile home" means a factory-built dwelling built prior to  
6 June 15, 1976, to standards other than the United States department  
7 of housing and urban development code, and acceptable under  
8 applicable state codes in effect at the time of construction or  
9 introduction of the home into the state. Mobile homes have not been  
10 built since the introduction of the United States department of  
11 housing and urban development manufactured home construction and  
12 safety act;

13 (9) "Mobile home lot" means a portion of a mobile home park or  
14 manufactured housing community designated as the location of one  
15 mobile home, manufactured home, or park model and its accessory  
16 buildings, and intended for the exclusive use as a primary residence  
17 by the occupants of that mobile home, manufactured home, or park  
18 model;

19 (10) "Mobile home park," "manufactured housing community," or  
20 "manufactured/mobile home community" means any real property which is  
21 rented or held out for rent to others for the placement of two or  
22 more mobile homes, manufactured homes, or park models for the primary  
23 purpose of production of income, except where such real property is  
24 rented or held out for rent for seasonal recreational purpose only  
25 and is not intended for year-round occupancy;

26 (11) "Mobile home park cooperative" or "manufactured housing  
27 cooperative" means real property consisting of common areas and two  
28 or more lots held out for placement of mobile homes, manufactured  
29 homes, or park models in which both the individual lots and the  
30 common areas are owned by an association of shareholders which leases  
31 or otherwise extends the right to occupy individual lots to its own  
32 members;

33 (12) "Mobile home park subdivision" or "manufactured housing  
34 subdivision" means real property, whether it is called a subdivision,  
35 condominium, or planned unit development, consisting of common areas  
36 and two or more lots held for placement of mobile homes, manufactured  
37 homes, or park models in which there is private ownership of the  
38 individual lots and common, undivided ownership of the common areas  
39 by owners of the individual lots;

1 (13) "Notice of sale" means a notice required under RCW 59.20.300  
2 to be delivered to all tenants of a manufactured/mobile home  
3 community and other specified parties within fourteen days after the  
4 date on which any advertisement, multiple listing, or public notice  
5 advertises that a manufactured/mobile home community is for sale;

6 (14) "Park model" means a recreational vehicle intended for  
7 permanent or semi-permanent installation and is used as a primary  
8 residence;

9 (15) "Qualified sale of manufactured/mobile home community" means  
10 the sale, as defined in RCW 82.45.010, of land and improvements  
11 comprising a manufactured/mobile home community that is transferred  
12 in a single purchase to a qualified tenant organization or to an  
13 eligible organization for the purpose of preserving the property as a  
14 manufactured/mobile home community;

15 (16) "Qualified tenant organization" means a formal organization  
16 of tenants within a manufactured/mobile home community, with the only  
17 requirement for membership consisting of being a tenant;

18 (17) "Recreational vehicle" means a travel trailer, motor home,  
19 truck camper, or camping trailer that is primarily designed and used  
20 as temporary living quarters, is either self-propelled or mounted on  
21 or drawn by another vehicle, is transient, is not occupied as a  
22 primary residence, and is not immobilized or permanently affixed to a  
23 mobile home lot;

24 (18) "Tenant" means any person, except a transient, who rents a  
25 mobile home lot;

26 (19) "Transient" means a person who rents a mobile home lot for a  
27 period of less than one month for purposes other than as a primary  
28 residence;

29 (20) "Occupant" means any person, including a live-in care  
30 provider, other than a tenant, who occupies a mobile home,  
31 manufactured home, or park model and mobile home lot;

32 (21) "Active duty" means service authorized by the president of  
33 the United States, the secretary of defense, or the governor for a  
34 period of more than thirty consecutive days.

35 (22) "Orders" means written official military orders, or any  
36 written notification, certification, or verification from the service  
37 member's commanding officer, with respect to the service member's  
38 current or future military status;

39 (23) "Permanent change of station" means: (a) Transfer to a unit  
40 located at another port or duty station; (b) change of a unit's home

1 port or permanent duty station; (c) call to active duty for a period  
2 not less than ninety days; (d) separation; or (e) retirement.

3 (24) "Service member" means an active member of the United States  
4 armed forces, a member of a military reserve component, or a member  
5 of the national guard who is either stationed in or a resident of  
6 Washington state.

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

9 (1) Unless otherwise agreed rental agreements shall be for a term  
10 of one year. Any rental agreement of whatever duration shall be  
11 automatically renewed for the term of the original rental agreement,  
12 unless a different specified term is agreed upon.

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

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

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

28 (b) Any tenant who is a member of the armed forces, including the  
29 national guard and armed forces reserves, or that tenant's spouse or  
30 dependent, may terminate a rental agreement with less than thirty  
31 days notice if the tenant receives ~~((reassignment))~~ permanent change  
32 of station or deployment orders which do not allow greater notice.  
33 The ~~((tenant))~~ service member shall provide ~~((notice of the~~  
34 ~~reassignment or deployment order to))~~ the landlord ~~((no later than~~  
35 ~~seven days after receipt))~~ a copy of the official military orders or  
36 a signed letter from the service member's commanding officer  
37 confirming any of the following criteria are met:

1       (i) The service member is required, pursuant to permanent change  
2 of station orders, to move thirty-five miles or more from the  
3 location of the rental premises;  
4       (ii) The service member is prematurely or involuntarily  
5 discharged or released from active duty;  
6       (iii) The service member is released from active duty after  
7 having leased the rental premises while on active duty status and the  
8 rental premises is thirty-five miles or more from the service  
9 member's home of record prior to entering active duty;  
10       (iv) After entering into a rental agreement, the commanding  
11 officer directs the service member to move into government provided  
12 housing;  
13       (v) The service member receives temporary duty orders, temporary  
14 change of station orders, or state active duty orders to an area  
15 thirty-five miles or more from the location of the rental premises,  
16 provided such orders are for a period not less than ninety days; or  
17       (vi) The service member has leased the property, but prior to  
18 taking possession of the rental premises, receives change of station  
19 orders to an area that is thirty-five miles or more from the location  
20 of the rental premises.

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