
HOUSE BILL 2453

State of Washington

66th Legislature

2020 Regular Session

By Representatives Macri, Thai, Lekanoff, Gregerson, Robinson, Ryu, Frame, Kloba, Peterson, Santos, Bergquist, Johnson, Davis, and Pollet

Read first time 01/14/20. Referred to Committee on Civil Rights & Judiciary.

1 AN ACT Relating to providing protections to residential tenants;
2 amending RCW 59.18.220, 59.18.250, 59.18.230, 61.24.060, and
3 59.12.030; reenacting and amending RCW 59.18.030 and 59.18.200;
4 adding a new section to chapter 59.18 RCW; and prescribing penalties.

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

6 **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and
7 2019 c 23 s 1 are each reenacted and amended to read as follows:

8 As used in this chapter:

9 (1) "Active duty" means service authorized by the president of
10 the United States, the secretary of defense, or the governor for a
11 period of more than thirty consecutive days.

12 (2) "Certificate of inspection" means an unsworn statement,
13 declaration, verification, or certificate made in accordance with the
14 requirements of chapter 5.50 RCW by a qualified inspector that states
15 that the landlord has not failed to fulfill any substantial
16 obligation imposed under RCW 59.18.060 that endangers or impairs the
17 health or safety of a tenant, including (a) structural members that
18 are of insufficient size or strength to carry imposed loads with
19 safety, (b) exposure of the occupants to the weather, (c) plumbing
20 and sanitation defects that directly expose the occupants to the risk
21 of illness or injury, (d) not providing facilities adequate to supply

1 heat and water and hot water as reasonably required by the tenant,
2 (e) providing heating or ventilation systems that are not functional
3 or are hazardous, (f) defective, hazardous, or missing electrical
4 wiring or electrical service, (g) defective or hazardous exits that
5 increase the risk of injury to occupants, and (h) conditions that
6 increase the risk of fire.

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

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

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

31 (6) "Designated person" means a person designated by the tenant
32 under RCW 59.18.590.

33 (7) "Distressed home" has the same meaning as in RCW 61.34.020.

34 (8) "Distressed home conveyance" has the same meaning as in RCW
35 61.34.020.

36 (9) "Distressed home purchaser" has the same meaning as in RCW
37 61.34.020.

38 (10) "Dwelling unit" is a structure or that part of a structure
39 which is used as a home, residence, or sleeping place by one person
40 or by two or more persons maintaining a common household, including

1 but not limited to single-family residences and units of multiplexes,
2 apartment buildings, and mobile homes.

3 (11) "Eviction history" means a report containing or summarizing
4 the contents of any records of unlawful detainer actions concerning
5 the prospective tenant that are reportable in accordance with state
6 law, are lawful for landlords to consider, and are obtained after a
7 search based on at least seven years of address history and alias
8 information provided by the prospective tenant or available in the
9 consumer credit report.

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

14 (13) "Gang-related activity" means any activity that occurs
15 within the gang or advances a gang purpose.

16 (14) "In danger of foreclosure" means any of the following:

17 (a) The homeowner has defaulted on the mortgage and, under the
18 terms of the mortgage, the mortgagee has the right to accelerate full
19 payment of the mortgage and repossess, sell, or cause to be sold the
20 property;

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

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

26 (i) The mortgagee;

27 (ii) A person licensed or required to be licensed under chapter
28 19.134 RCW;

29 (iii) A person licensed or required to be licensed under chapter
30 19.146 RCW;

31 (iv) A person licensed or required to be licensed under chapter
32 18.85 RCW;

33 (v) An attorney-at-law;

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

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

37 (15) "Landlord" means the owner, lessor, or sublessor of the
38 dwelling unit or the property of which it is a part, and in addition
39 means any person designated as representative of the owner, lessor,

1 or sublessor including, but not limited to, an agent, a resident
2 manager, or a designated property manager.

3 (16) "Mortgage" is used in the general sense and includes all
4 instruments, including deeds of trust, that are used to secure an
5 obligation by an interest in real property.

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

10 (18) "Owner" means one or more persons, jointly or severally, in
11 whom is vested:

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

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

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

19 (20) "Person" means an individual, group of individuals,
20 corporation, government, or governmental agency, business trust,
21 estate, trust, partnership, or association, two or more persons
22 having a joint or common interest, or any other legal or commercial
23 entity.

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

27 (22) "Property" or "rental property" means all dwelling units on
28 a contiguous quantity of land managed by the same landlord as a
29 single, rental complex.

30 (23) "Prospective landlord" means a landlord or a person who
31 advertises, solicits, offers, or otherwise holds a dwelling unit out
32 as available for rent.

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

35 (25) "Qualified inspector" means a United States department of
36 housing and urban development certified inspector; a Washington state
37 licensed home inspector; an American society of home inspectors
38 certified inspector; a private inspector certified by the national
39 association of housing and redevelopment officials, the American
40 association of code enforcement, or other comparable professional

1 association as approved by the local municipality; a municipal code
2 enforcement officer; a Washington licensed structural engineer; or a
3 Washington licensed architect.

4 (26) "Reasonable attorneys' fees," where authorized in this
5 chapter, means an amount to be determined including the following
6 factors: The time and labor required, the novelty and difficulty of
7 the questions involved, the skill requisite to perform the legal
8 service properly, the fee customarily charged in the locality for
9 similar legal services, the amount involved and the results obtained,
10 and the experience, reputation and ability of the lawyer or lawyers
11 performing the services.

12 (27) "Reasonable manner," with respect to disposing of a deceased
13 tenant's personal property, means to dispose of the property by
14 donation to a not-for-profit charitable organization, by removal of
15 the property by a trash hauler or recycler, or by any other method
16 that is reasonable under the circumstances.

17 (28) "Rent" or "rental amount" means recurring and periodic
18 charges identified in the rental agreement for the use and occupancy
19 of the premises, which may include charges for utilities. Except as
20 provided in RCW 59.18.283(3), these terms do not include nonrecurring
21 charges for costs incurred due to late payment, damages, deposits,
22 legal costs, or other fees, including attorneys' fees.

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

26 (30) "Service member" means an active member of the United States
27 armed forces, a member of a military reserve component, or a member
28 of the national guard who is either stationed in or a resident of
29 Washington state.

30 (31) A "single-family residence" is a structure maintained and
31 used as a single dwelling unit. Notwithstanding that a dwelling unit
32 shares one or more walls with another dwelling unit, it shall be
33 deemed a single-family residence if it has direct access to a street
34 and shares neither heating facilities nor hot water equipment, nor
35 any other essential facility or service, with any other dwelling
36 unit.

37 (32) A "tenant" is any person who is entitled to occupy a
38 dwelling unit primarily for living or dwelling purposes under a
39 rental agreement.

40 (33) "Tenant representative" means:

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

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

8 (c) In the absence of a personal representative under (a) of this
9 subsection or a person claiming to be a successor under (b) of this
10 subsection, a designated person; or

11 (d) In the absence of a personal representative under (a) of this
12 subsection, a person claiming to be a successor under (b) of this
13 subsection, or a designated person under (c) of this subsection, any
14 person who provides the landlord with reasonable evidence that he or
15 she is a successor of the deceased tenant as defined in RCW
16 11.62.005. The landlord has no obligation to identify all of the
17 deceased tenant's successors.

18 (34) "Tenant screening" means using a consumer report or other
19 information about a prospective tenant in deciding whether to make or
20 accept an offer for residential rental property to or from a
21 prospective tenant.

22 (35) "Tenant screening report" means a consumer report as defined
23 in RCW 19.182.010 and any other information collected by a tenant
24 screening service.

25 (36) "Immediate family" includes domestic partner, spouse,
26 parents, grandparents, children, siblings, and in-laws.

27 (37) "Subsidized housing" refers to housing in receipt of
28 government-sponsored assistance aimed towards alleviating housing
29 costs and expenses for people with low to moderate incomes.
30 "Subsidized housing" includes housing financed under low-income
31 housing tax credit programs.

32 (38) "Transitional housing" means housing units owned, operated,
33 or managed by a nonprofit organization or governmental entity in
34 which supportive services are provided to individuals and families
35 that were formerly homeless, with the intent to stabilize them and
36 move them to permanent housing within a period of not more than
37 twenty-four months, or longer if the program is limited to tenants
38 within a specified age range or the program is intended for tenants
39 in need of time to complete and transition from educational or
40 training or service programs.

1 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18
2 RCW to read as follows:

3 (1) A landlord may not evict, refuse to renew, or terminate any
4 tenancy subject to this chapter except for the following causes
5 enumerated herein. The following reasons listed in this subsection,
6 and no others, constitute cause under this chapter:

7 (a) The tenant continues in possession in person or by subtenant
8 after a default in the payment of rent, and after written notice
9 requiring, in the alternative, the payment of the rent or the
10 surrender of the detained premises has remained uncomplished for
11 the period set forth in RCW 59.12.030(3) for tenants subject to this
12 chapter. The written notice may be served at any time after the rent
13 becomes due;

14 (b) The tenant continues in possession after substantial breach
15 of a material program requirement of subsidized housing, material
16 term subscribed to by the tenant within the lease or rental
17 agreement, or a tenant obligation imposed by law, other than one for
18 monetary damages, and after the landlord has served written notice
19 specifying the acts or omissions constituting the breach and
20 requiring, in the alternative, that the breach be remedied or the
21 rental agreement will terminate, and the breach has not been
22 adequately remedied by the date specified in the notice, which date
23 shall be at least ten days after service of the notice;

24 (c) The tenant continues in possession after having received
25 three days' written notice to quit after he or she commits or permits
26 waste or nuisance upon the premises, unlawful activity that affects
27 the use and enjoyment of the premises, or other substantial or
28 repeated interference with the use and enjoyment of the premises by
29 the landlord or neighbors of the tenant;

30 (d) The tenant continues in possession after the owner of a
31 residential building in good faith seeks possession so that the owner
32 or his or her immediate family may occupy the unit as that person's
33 principal residence and no substantially equivalent unit is vacant
34 and available to house the owner or his or her immediate family in
35 the same building, and the owner has given at least ninety days'
36 advance written notice of the date the tenant's possession is to end.
37 There is a rebuttable presumption that the owner did not act in good
38 faith if the owner or immediate family fails to occupy the unit as a
39 principal residence for at least sixty consecutive days during the
40 ninety days immediately after the tenant vacated the unit pursuant to

1 a notice of termination or eviction using this subsection (1)(d) as
2 the cause for eviction;

3 (e) The tenant continues in possession after the owner elects to
4 withdraw the premises from the rental market, including to pursue a
5 conversion pursuant to RCW 64.34.440, and after the owner has given
6 at least one hundred twenty days' advance written notice of the date
7 the tenant's possession is to end;

8 (f) The tenant continues in possession of the premises after the
9 landlord serves the tenant with one hundred twenty days' advance
10 written notice pursuant to RCW 59.18.200(2)(c);

11 (g) The tenant continues in possession, after the landlord has
12 served thirty days' advance written notice that: (i) The premises has
13 been certified or condemned as uninhabitable by a local agency
14 charged with the authority to issue such an order; (ii) continued
15 habitation of the premises would subject the landlord to civil or
16 criminal penalties; and (iii) it is economically unfeasible to
17 restore the premises to a habitable condition. However, if the terms
18 of the local agency's order do not allow the landlord to provide
19 thirty days' advance written notice, the landlord shall provide as
20 much advance written notice as is possible and still comply with the
21 order;

22 (h) The tenant continues in possession after an owner or lessor,
23 with whom the tenant shares the dwelling unit or access to a common
24 kitchen or bathroom area, has served a twenty-day notice to quit or
25 vacate prior to the end of the rental term or, if a periodic tenancy,
26 the end of the rental period;

27 (i) The tenant continues in possession after the expiration of a
28 rental agreement without signing a proposed new rental agreement
29 proffered by the landlord; provided, that the landlord proffered the
30 proposed new rental agreement at least thirty and no more than ninety
31 days prior to the expiration of the current rental agreement and that
32 any new terms and conditions of the proposed new rental agreement are
33 reasonable. This subsection (1)(i) shall not apply to tenants whose
34 tenancies are or have become month-to-month;

35 (j) The tenant continues in possession after having received a
36 twenty-day notice to quit due to chronic, harmful, and unjustified
37 failure to pay rent. For purposes of this subsection (1)(j),
38 "harmful" includes instances in which the landlord has commenced
39 multiple unlawful detainer actions against the tenant for failure to
40 pay rent within a short period of time;

1 (k) The tenant continues in possession of a dwelling unit in
2 transitional housing after having received a thirty-day notice to
3 vacate in advance of the expiration of the program, the tenant has
4 aged out of the program, or the tenant has completed an educational
5 or training or service program and is no longer eligible to
6 participate. Nothing in this subsection (1)(k) shall be construed to
7 prohibit the termination of a tenancy in transitional housing for any
8 of the other causes specified in this subsection;

9 (l) The tenant continues in possession after having received a
10 thirty-day notice to quit due to the tenant having intentionally and
11 knowingly misrepresented material information on the tenant's
12 application at the inception of the tenancy. However, the landlord
13 may only seek termination under this subsection (1)(l) if the
14 misrepresentation makes the tenant ineligible for a program or
15 subsidy under which the dwelling unit is operated;

16 (m) The tenant continues in possession after having received a
17 sixty-day notice to quit for other good cause prior to the
18 termination of the period or rental agreement and such cause
19 constitutes a legitimate economic or business reason not covered or
20 related to a basis for termination enumerated under this subsection.
21 Where the landlord relies on this basis for termination of the
22 tenancy, the court may stay any writ of restitution for up to sixty
23 additional days for good cause shown, including difficulty procuring
24 alternative housing. The court shall condition such a stay upon the
25 tenant's continued payment of rent during the stay period. Upon
26 granting such a stay, the court shall award court costs and fees as
27 allowed under this chapter.

28 (2)(a) Where a tenant has permanently vacated due to voluntary or
29 involuntary events, other than by termination by the landlord, a
30 landlord shall serve the notice set forth in (b) of this subsection
31 upon any remaining occupants, if such occupants: (i) Had coresided
32 with the tenant prior to and up to the time the tenant permanently
33 vacated the unit; and (ii) had the landlord's approval.

34 (b) The landlord shall serve a fifteen-day notice upon any
35 remaining occupants offering to allow the occupants to continue the
36 tenancy on the same terms and conditions afforded the tenant who
37 vacated. An occupant may accept by either tendering all rent owing or
38 signing an agreement to continue the rental agreement. Upon failure
39 of an occupant to accept the offer and continue the tenancy, the
40 landlord may commence an unlawful detainer action under this chapter.

1 (c) A landlord shall not unreasonably withhold approval from any
2 potential occupant so as to prevent the occupant from coresiding in
3 the unit with the tenant's permission, and shall approve or
4 disapprove on the same basis that the landlord approves or
5 disapproves of any new tenant. Where the tenant seeks to coreside
6 with a potential occupant in order that the tenant may provide care
7 to the potential occupant due to the potential occupant's disability,
8 the landlord shall not consider the potential occupant's income and
9 credit in isolation but shall consider the total household
10 composition, including the total household income and credit criteria
11 of the household, when assessing the potential occupant's eligibility
12 to coreside in the unit. However, nothing in this subsection (2)(c)
13 shall prevent a landlord from denying coresidency to a potential
14 occupant where it would violate applicable occupancy standards as set
15 forth by state or local law.

16 (d) This subsection does not apply to tenants residing in
17 subsidized housing.

18 (3) A landlord acting in bad faith in violation of this section
19 shall be held liable in a civil action up to four and one-half times
20 the monthly rent of the real property at issue, as well as court
21 costs and reasonable attorneys' fees.

22 (4) Nothing in subsection (1)(d), (e), or (f) of this section
23 permits a landlord to terminate a fixed term tenancy before the
24 completion of the term.

25 (5) All written notices required under subsection (1) of this
26 section must:

27 (a) Be served in a manner consistent with RCW 59.12.040; and

28 (b) Identify the facts and circumstances that support the cause
29 or causes with enough specificity so as to enable the tenant to
30 respond and prepare a defense. With respect to any incidents alleged,
31 and to the extent this information is known and available to the
32 landlord at the time of the issuance of the notice, a notice must
33 reasonably identify the evidence the landlord will rely upon to
34 establish the cause or causes specified in the notice. The landlord
35 shall be allowed to present other evidence regarding the allegations
36 within the notice where such evidence was unknown or unavailable at
37 the time of the issuance of the notice. The landlord shall not be
38 required to present all the evidence cited within the notice or to
39 press all the causes alleged in the notice.

1 **Sec. 3.** RCW 59.18.200 and 2019 c 339 s 1 and 2019 c 23 s 2 are
2 each reenacted and amended to read as follows:

3 (1)(a) When premises are rented for an indefinite time, with
4 monthly or other periodic rent reserved, such tenancy shall be
5 construed to be a tenancy from month to month, or from period to
6 period on which rent is payable, and shall be terminated by written
7 notice of twenty days or more, preceding the end of any of the months
8 or periods of tenancy, given by (~~either party~~) the tenant to the
9 (~~other~~) landlord.

10 (b) Any tenant who is a member of the armed forces, including the
11 national guard and armed forces reserves, or that tenant's spouse or
12 dependent, may terminate a rental agreement with less than twenty
13 days' written notice if the tenant receives permanent change of
14 station or deployment orders that do not allow a twenty-day written
15 notice.

16 (2)(a) Whenever a landlord plans to change to a policy of
17 excluding children, the landlord shall give a written notice to a
18 tenant at least ninety days before termination of the tenancy to
19 effectuate such change in policy. Such ninety-day notice shall be in
20 lieu of the notice required by subsection (1) of this section.
21 However, if after giving the ninety-day notice the change in policy
22 is delayed, the notice requirements of subsection (1) of this section
23 shall apply unless waived by the tenant.

24 (b) Whenever a landlord plans to change any apartment or
25 apartments to a condominium form of ownership, the landlord shall
26 provide a written notice to a tenant at least one hundred twenty days
27 before termination of the tenancy, in compliance with RCW
28 64.34.440(1), to effectuate such change. The one hundred twenty-day
29 notice is in lieu of the notice required in subsection (1) of this
30 section. However, if after providing the one hundred twenty-day
31 notice the change to a condominium form of ownership is delayed, the
32 notice requirements in subsection (1) of this section apply unless
33 waived by the tenant.

34 (c)(i) Whenever a landlord plans to demolish or substantially
35 rehabilitate premises or plans a change of use of premises, the
36 landlord shall provide a written notice to a tenant at least one
37 hundred twenty days before termination of the tenancy. This
38 subsection (2)(c)(i) does not apply to jurisdictions that have
39 created a relocation assistance program under RCW 59.18.440 and
40 otherwise provide one hundred twenty days' notice.

1 (ii) For purposes of this subsection (2)(c):

2 (A) "Assisted housing development" means a multifamily rental
3 housing development that either receives government assistance and is
4 defined as federally assisted housing in RCW 59.28.020, or that
5 receives other federal, state, or local government assistance and is
6 subject to use restrictions.

7 (B) "Change of use" means: (I) Conversion of any premises from a
8 residential use to a nonresidential use that results in the
9 displacement of an existing tenant; (II) conversion from one type of
10 residential use to another type of residential use that results in
11 the displacement of an existing tenant, such as conversion to a
12 retirement home, emergency shelter, or transient hotel; or (III)
13 conversion following removal of use restrictions from an assisted
14 housing development that results in the displacement of an existing
15 tenant: PROVIDED, That displacement of an existing tenant in order
16 that the owner or a member of the owner's immediate family may occupy
17 the premises does not constitute a change of use.

18 (C) "Demolish" means the destruction of premises or the
19 relocation of premises to another site that results in the
20 displacement of an existing tenant.

21 (D) "Substantially rehabilitate" means extensive structural
22 repair or extensive remodeling of premises that requires a permit
23 such as a building, electrical, plumbing, or mechanical permit, and
24 that results in the displacement of an existing tenant.

25 (3) A person in violation of subsection (2)(c)(i) of this section
26 may be held liable in a civil action up to three times the monthly
27 rent of the real property at issue. The prevailing party may also
28 recover court costs and reasonable attorneys' fees.

29 **Sec. 4.** RCW 59.18.220 and 2019 c 23 s 3 are each amended to read
30 as follows:

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

34 ~~(2))~~ Any tenant who is a member of the armed forces, including
35 the national guard and armed forces reserves, or that tenant's spouse
36 or dependent, may terminate a tenancy for a specified time if the
37 tenant receives permanent change of station or deployment orders.
38 Before terminating the tenancy, the tenant, or that tenant's spouse
39 or dependent, shall provide written notice of twenty days or more to

1 the landlord, which notice shall include a copy of the official
2 military orders or a signed letter from the service member's
3 commanding officer confirming any of the following criteria are met:

4 ~~((a))~~ (1) The service member is required, pursuant to a
5 permanent change of station orders, to move thirty-five miles or more
6 from the location of the rental premises;

7 ~~((b))~~ (2) The service member is prematurely or involuntarily
8 discharged or released from active duty;

9 ~~((c))~~ (3) The service member is released from active duty after
10 having leased the rental premises while on active duty status and the
11 rental premises is thirty-five miles or more from the service
12 member's home of record prior to entering active duty;

13 ~~((d))~~ (4) After entering into a rental agreement, the
14 commanding officer directs the service member to move into government
15 provided housing;

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

20 ~~((f))~~ (6) The service member has leased the property, but prior
21 to taking possession of the rental premises, receives change of
22 station orders to an area that is thirty-five miles or more from the
23 location of the rental premises.

24 **Sec. 5.** RCW 59.18.250 and 2010 c 8 s 19026 are each amended to
25 read as follows:

26 Initiation by the landlord of any action listed in RCW 59.18.240
27 within ninety days after a good faith and lawful act by the tenant as
28 enumerated in RCW 59.18.240, or within ninety days after any
29 inspection or proceeding of a governmental agency resulting from such
30 act, shall create a rebuttable presumption affecting the burden of
31 proof, that the action is a reprisal or retaliatory action against
32 the tenant: PROVIDED, ~~((That if at the time the landlord gives notice
33 of termination of tenancy pursuant to chapter 59.12 RCW the tenant is
34 in arrears in rent or in breach of any other lease or rental
35 obligation, there is a rebuttable presumption affecting the burden of
36 proof that the landlord's action is neither a reprisal nor
37 retaliatory action against the tenant: PROVIDED FURTHER,))~~ That if
38 the court finds that the tenant made a complaint or report to a
39 governmental authority within ninety days after notice of a proposed

1 increase in rent or other action in good faith by the landlord, there
2 is a rebuttable presumption that the complaint or report was not made
3 in good faith: PROVIDED FURTHER, That no presumption against the
4 landlord shall arise under this section, with respect to an increase
5 in rent, if the landlord, in a notice to the tenant of increase in
6 rent, specifies reasonable grounds for said increase, which grounds
7 may include a substantial increase in market value due to remedial
8 action under this chapter: PROVIDED FURTHER, That the presumption of
9 retaliation, with respect to an eviction, may be rebutted by evidence
10 that it is not practical to make necessary repairs while the tenant
11 remains in occupancy. In any action or eviction proceeding where the
12 tenant prevails upon his or her claim or defense that the landlord
13 has violated this section, the tenant shall be entitled to recover
14 his or her costs of suit or arbitration, including ((a)) reasonable
15 ~~((attorney's fee))~~ attorneys' fees, and where the landlord prevails
16 upon his or her claim he or she shall be entitled to recover his or
17 her costs of suit or arbitration, including ((a)) reasonable
18 ~~((attorney's fee: PROVIDED FURTHER, That neither party may recover
19 attorney's fees to the extent that their legal services are provided
20 at no cost to them))~~ attorneys' fees.

21 **Sec. 6.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to
22 read as follows:

23 (1) Any provision of a lease or other agreement, whether oral or
24 written, whereby any section or subsection of this chapter is waived
25 except as provided in RCW 59.18.360 and shall be deemed against
26 public policy and shall be unenforceable. Such unenforceability shall
27 not affect other provisions of the agreement which can be given
28 effect without them.

29 (2) No rental agreement may provide that the tenant:

30 (a) Agrees to waive or to forgo rights or remedies under this
31 chapter; or

32 (b) Authorizes any person to confess judgment on a claim arising
33 out of the rental agreement; or

34 (c) Agrees to pay the landlord's attorneys' fees, except as
35 authorized in this chapter; or

36 (d) Agrees to the exculpation or limitation of any liability of
37 the landlord arising under law or to indemnify the landlord for that
38 liability or the costs connected therewith; or

1 (e) And landlord have agreed to a particular arbitrator at the
2 time the rental agreement is entered into.

3 (3) A provision prohibited by subsection (2) of this section
4 included in a rental agreement is unenforceable. If a landlord
5 deliberately uses a rental agreement containing provisions known by
6 him or her to be prohibited, the tenant may recover actual damages
7 sustained by him or her, statutory damages not to exceed (~~five~~
8 ~~hundred dollars~~) one month's rent or treble actual damages,
9 whichever is greater, costs of suit, and reasonable attorneys' fees.

10 (4) The common law right of the landlord of distress for rent is
11 hereby abolished for property covered by this chapter. Any provision
12 in a rental agreement creating a lien upon the personal property of
13 the tenant or authorizing a distress for rent is null and void and of
14 no force and effect. Any landlord who takes or detains the personal
15 property of a tenant without the specific written consent of the
16 tenant to such incident of taking or detention, and who, after
17 written demand by the tenant for the return of his or her personal
18 property, refuses to return the same promptly shall be liable to the
19 tenant for the value of the property retained, actual damages, and if
20 the refusal is intentional, may also be liable for damages of up to
21 five hundred dollars per day but not to exceed five thousand dollars,
22 for each day or part of a day that the tenant is deprived of his or
23 her property. The prevailing party may recover his or her costs of
24 suit and a reasonable attorneys' fee.

25 In any action, including actions pursuant to chapters 7.64 or
26 12.28 RCW, brought by a tenant or other person to recover possession
27 of his or her personal property taken or detained by a landlord in
28 violation of this section, the court, upon motion and after notice to
29 the opposing parties, may waive or reduce any bond requirements where
30 it appears to be to the satisfaction of the court that the moving
31 party is proceeding in good faith and has, prima facie, a meritorious
32 claim for immediate delivery or redelivery of said property.

33 **Sec. 7.** RCW 61.24.060 and 2009 c 292 s 10 are each amended to
34 read as follows:

35 (1) The purchaser at the trustee's sale shall be entitled to
36 possession of the property on the twentieth day following the sale,
37 as against the borrower and grantor under the deed of trust and
38 anyone having an interest junior to the deed of trust, including
39 occupants who are not tenants, who were given all of the notices to

1 which they were entitled under this chapter. The purchaser shall also
2 have a right to the summary proceedings to obtain possession of real
3 property provided in chapter 59.12 RCW; except that protections
4 afforded to a tenant or an occupant pursuant to chapter 59.18 RCW
5 shall survive the trustee's sale.

6 (2) If the trustee elected to foreclose the interest of any
7 occupant or tenant, the purchaser of tenant-occupied property at the
8 trustee's sale shall provide written notice to the occupants and
9 tenants at the property purchased in substantially the following
10 form:

11 "NOTICE: The property located at was purchased at a
12 trustee's sale by on (date).

13 1. If you are the previous owner or an occupant who is not a
14 tenant of the property that was purchased, pursuant to RCW 61.24.060,
15 the purchaser at the trustee's sale is entitled to possession of the
16 property on (date), which is the twentieth day following
17 the sale.

18 2. If you are a tenant or subtenant in possession of the property
19 that was purchased, pursuant to RCW 61.24.146, the purchaser at the
20 trustee's sale may either give you a new rental agreement OR give you
21 a written notice to vacate the property in sixty days or more before
22 the end of the monthly rental period."

23 (3) The notice required in subsection (2) of this section must be
24 given to the property's occupants and tenants by both first-class
25 mail and either certified or registered mail, return receipt
26 requested.

27 **Sec. 8.** RCW 59.12.030 and 2019 c 356 s 2 are each amended to
28 read as follows:

29 ((A)) Except as limited by section 2 of this act relating to
30 tenancies under chapter 59.18 RCW, a tenant of real property for a
31 term less than life is liable for unlawful detainer either:

32 (1) When he or she holds over or continues in possession, in
33 person or by subtenant, of the property or any part thereof after the
34 expiration of the term for which it is let to him or her. When real
35 property is leased for a specified term or period by express or
36 implied contract, whether written or oral, the tenancy shall be
37 terminated without notice at the expiration of the specified term or
38 period;

1 (2) When he or she, having leased property for an indefinite time
2 with monthly or other periodic rent reserved, continues in possession
3 thereof, in person or by subtenant, after the end of any such month
4 or period, when the landlord, more than twenty days prior to the end
5 of such month or period, has served notice (in manner in RCW
6 59.12.040 provided) requiring him or her to quit the premises at the
7 expiration of such month or period;

8 (3) When he or she continues in possession in person or by
9 subtenant after a default in the payment of rent, and after notice in
10 writing requiring in the alternative the payment of the rent or the
11 surrender of the detained premises, served (in manner in RCW
12 59.12.040 provided) on behalf of the person entitled to the rent upon
13 the person owing it, has remained uncomplied with for the period of
14 three days after service, or for the period of fourteen days after
15 service for tenancies under chapter 59.18 RCW. The notice may be
16 served at any time after the rent becomes due. For the purposes of
17 this subsection and as applied to tenancies under chapter 59.18 RCW,
18 "rent" has the same meaning as defined in RCW 59.18.030;

19 (4) When he or she continues in possession in person or by
20 subtenant after a neglect or failure to keep or perform any condition
21 or covenant of the lease or agreement under which the property is
22 held, including any covenant not to assign or sublet, other than one
23 for the payment of rent, and after notice in writing requiring in the
24 alternative the performance of such condition or covenant or the
25 surrender of the property, served (in manner in RCW 59.12.040
26 provided) upon him or her, and if there is a subtenant in actual
27 possession of the premises, also upon such subtenant, shall remain
28 uncomplied with for ten days after service thereof. Within ten days
29 after the service of such notice the tenant, or any subtenant in
30 actual occupation of the premises, or any mortgagee of the term, or
31 other person interested in its continuance, may perform such
32 condition or covenant and thereby save the lease from such
33 forfeiture. For the purposes of this subsection and as applied to
34 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
35 defined in RCW 59.18.030;

36 (5) When he or she commits or permits waste upon the demised
37 premises, or when he or she sets up or carries on thereon any
38 unlawful business, or when he or she erects, suffers, permits, or
39 maintains on or about the premises any nuisance, and remains in

1 possession after the service (in manner in RCW 59.12.040 provided)
2 upon him or her of three days' notice to quit;

3 (6) A person who, without the permission of the owner and without
4 having color of title thereto, enters upon land of another and who
5 fails or refuses to remove therefrom after three days' notice, in
6 writing and served upon him or her in the manner provided in RCW
7 59.12.040. Such person may also be subject to the criminal provisions
8 of chapter 9A.52 RCW; or

9 (7) When he or she commits or permits any gang-related activity
10 at the premises as prohibited by RCW 59.18.130.

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