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**HOUSE BILL 2813**

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**State of Washington 64th Legislature 2016 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 duration shall be automatically renewed for ((~~the term of the original rental agreement, unless a different specified term is agreed upon~~)) one year unless the landlord provides written notice to the tenant of any new one-year rental agreement at least three months before the expiration of the term of the existing rental agreement. The landlord must include with the proposed new rental agreement a written statement that summarizes any new or revised terms, conditions, rules, or regulations.

(2) A landlord's new rental agreement as described under subsection (1) of this section may include new or revised terms, conditions, rules, or regulations as long as the new or revised terms, conditions, rules, 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) If a landlord provides written notice of any new or revised terms, conditions, rules, or regulations 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 tenant shall notify the landlord in writing one month prior to the expiration of a rental agreement of an intention not to renew.

((~~(4)~~)) (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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