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**HOUSE BILL 2453**

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**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

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

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

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

As used in this chapter:

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

(2) "Certificate of inspection" means an unsworn statement, declaration, verification, or certificate made in accordance with the requirements of chapter 5.50 RCW by a qualified inspector that states that the landlord has not failed to fulfill any substantial obligation imposed under RCW 59.18.060 that endangers or impairs the health or safety of a tenant, including (a) structural members that are of insufficient size or strength to carry imposed loads with safety, (b) exposure of the occupants to the weather, (c) plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury, (d) not providing facilities adequate to supply heat and water and hot water as reasonably required by the tenant, (e) providing heating or ventilation systems that are not functional or are hazardous, (f) defective, hazardous, or missing electrical wiring or electrical service, (g) defective or hazardous exits that increase the risk of injury to occupants, and (h) conditions that increase the risk of fire.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The mortgagee;

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

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

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

(v) An attorney-at-law;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(33) "Tenant representative" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The tenant continues in possession after the owner of a residential building in good faith seeks possession so that the owner or his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available to house the owner or his or her immediate family in the same building, and the owner has given at least ninety days' advance written notice of the date the tenant's possession is to end. There is a rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to occupy the unit as a principal residence for at least sixty consecutive days during the ninety days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subsection (1)(d) as the cause for eviction;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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 twenty days' written notice if the tenant receives permanent change of station or deployment orders that do not allow a twenty-day written notice.

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

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

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

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

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

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

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

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

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

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

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

~~(2)~~)) 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 tenancy for a specified time if the tenant receives permanent change of station or deployment orders. Before terminating the tenancy, the tenant, or that tenant's spouse or dependent, shall provide written notice of twenty days or more to the landlord, which notice shall include a copy of the official military orders or a signed letter from the service member's commanding officer confirming any of the following criteria are met:

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

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

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

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

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

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

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

Initiation by the landlord of any action listed in RCW 59.18.240 within ninety days after a good faith and lawful act by the tenant as enumerated in RCW 59.18.240, or within ninety days after any inspection or proceeding of a governmental agency resulting from such act, shall create a rebuttable presumption affecting the burden of proof, that the action is a reprisal or retaliatory action against the tenant: PROVIDED, ((~~That if at the time the landlord gives notice of termination of tenancy pursuant to chapter 59.12 RCW the tenant is in arrears in rent or in breach of any other lease or rental obligation, there is a rebuttable presumption affecting the burden of proof that the landlord's action is neither a reprisal nor retaliatory action against the tenant: PROVIDED FURTHER,~~)) That if the court finds that the tenant made a complaint or report to a governmental authority within ninety days after notice of a proposed increase in rent or other action in good faith by the landlord, there is a rebuttable presumption that the complaint or report was not made in good faith: PROVIDED FURTHER, That no presumption against the landlord shall arise under this section, with respect to an increase in rent, if the landlord, in a notice to the tenant of increase in rent, specifies reasonable grounds for said increase, which grounds may include a substantial increase in market value due to remedial action under this chapter: PROVIDED FURTHER, That the presumption of retaliation, with respect to an eviction, may be rebutted by evidence that it is not practical to make necessary repairs while the tenant remains in occupancy. In any action or eviction proceeding where the tenant prevails upon his or her claim or defense that the landlord has violated this section, the tenant shall be entitled to recover his or her costs of suit or arbitration, including ((~~a~~)) reasonable ((~~attorney's fee~~)) attorneys' fees, and where the landlord prevails upon his or her claim he or she shall be entitled to recover his or her costs of suit or arbitration, including ((~~a~~)) reasonable ((~~attorney's fee: PROVIDED FURTHER, That neither party may recover attorney's fees to the extent that their legal services are provided at no cost to them~~)) attorneys' fees.

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

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

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

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

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

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

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

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

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

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

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

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

(1) The purchaser at the trustee's sale shall be entitled to possession of the property on the twentieth day following the sale, as against the borrower and grantor under the deed of trust and anyone having an interest junior to the deed of trust, including occupants who are not tenants, who were given all of the notices to which they were entitled under this chapter. The purchaser shall also have a right to the summary proceedings to obtain possession of real property provided in chapter 59.12 RCW; except that protections afforded to a tenant or an occupant pursuant to chapter 59.18 RCW shall survive the trustee's sale.

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

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

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

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

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

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

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

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

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

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

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

(5) When he or she commits or permits waste upon the demised premises, or when he or she sets up or carries on thereon any unlawful business, or when he or she erects, suffers, permits, or maintains on or about the premises any nuisance, and remains in possession after the service (in manner in RCW 59.12.040 provided) upon him or her of three days' notice to quit;

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

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

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