
**Housing, Human Services & Veterans
Committee**

HB 1236

Brief Description: Protecting residential tenants from the beginning to end of their tenancies by penalizing the inclusion of unlawful lease provisions and limiting the reasons for eviction, refusal to continue, and termination.

Sponsors: Representatives Macri, Taylor, Dolan, Gregerson, Berry, Fitzgibbon, Frame, Simmons, Ramel, Bateman, Johnson, J., Hackney, Chopp, Thai, Peterson, Santos, Orwall, Ortiz-Self, Ryu, Wicks, Lekanoff, Slatter, Berg, Senn, Harris-Talley, Ormsby and Pollet.

Brief Summary of Bill

- Specifies exclusive causes for eviction, refusal to renew, and termination of tenancy under the Residential Landlord-Tenant Act (RLTA) and makes other changes to rights and remedies.

Hearing Date: 1/26/21

Staff: Lena Brodsky (786-7192).

Background:

Residential Landlord-Tenant Act.

The Residential Landlord-Tenant Act (RLTA) regulates the relationship between residential landlords and tenants, and includes provisions regarding the duties of tenants and landlords and remedies for violations of those duties. With some statutory exceptions, the rental of a dwelling unit for living purposes is generally covered under the RLTA.

Duration and Termination of Tenancy.

A tenancy for a specified time, sometimes also called a lease, is deemed terminated at the end of

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the specified period. A tenant who terminates a lease prior to the end of the lease period is liable for rent until the end of the period, although the landlord is required to mitigate his or her damages by attempting to re-rent the unit at a fair rental price. Alternatively, premises may be rented for an indefinite time, from period to period, or month to month. Such a tenancy is automatically renewed for another period until terminated by either the landlord or the tenant by giving at least 20 days' written notice prior to the end of any of the months or periods of tenancy. Landlords planning a change of use or demolition or substantial renovation must provide 120 days' notice.

Enforcement Remedies.

The RLTA specifies the remedies available to a tenant for a landlord's violation of his or her duties. Generally the tenant must provide the landlord with written notice and a reasonable opportunity to fix or comply with the duty, the timeframe for which varies depending upon the type of problem. If a landlord includes prohibited provisions in a rental agreement, the tenant may recover statutory damages of up to \$500 together with costs of suit.

If the tenant is in unlawful detainer status, a landlord may bring a court action to evict the tenant. A tenant is in unlawful detainer status when he or she:

- holds over after the expiration of the specified term for which it is let to him or her. When real property is leased for a specified term or period, the tenancy is deemed terminated without notice at the expiration of the specified term or period;
- continues in possession of premises leased for an indefinite period, such as month-to-month, after the end of any month or period when the landlord, more than 20 days prior to the end of the month or period, served notice requiring the tenant to quit the premises at the end of the month or period;
- continues in possession after a default in rent, and after a 14-day notice to pay rent or vacate has been served, without complying with the duty to pay;
- continues in possession after failing to comply with a duty of tenancy (other than to pay rent) and after a 10-day notice to comply or vacate has been served, without complying;
- permits waste upon the premises, or carries on an unlawful business, or maintains a nuisance and remains in possession after the service of a three-day notice to quit the premises;
- enters upon the premises without permission and without having color of title and refuses to leave after a three-day notice. Such a person may also be subject to criminal laws; or
- commits or permits any gang-related activity as prohibited by the RLTA.

Summary of Bill:

Cause Required for Eviction, Refusal to Renew, and Termination of Tenancy.

Where the initial term of the tenancy is for one year, the tenancy may be terminated at the end of the first year upon 60 day's written notice. If a landlord does not give 60 day's notice, the tenancy becomes a periodic tenancy until further agreement between the landlord and tenant.

A landlord may not evict, refuse to continue the tenancy, or terminate a periodic tenancy, except

for 11 enumerated causes:

1. failure to pay rent (14-day notice), (if the rental debt is due to COVID-19 hardship, the landlord must offer a reasonable repayment plan, and if the tenant fails to accept the repayment plan within 14 days of the offer, the landlord may evict);
2. substantial breach of a material program requirement of subsidized housing, material term of rental agreement, or tenant obligation imposed by law (10-day notice);
3. committing or permitting waste or nuisance, 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 (3-day notice);
4. landlord, in good faith, seeks possession so that the owner or his or her immediate family may occupy the unit as the principal residence and no substantially equivalent unit is vacant and available (90-day notice);
5. owner elects to sell the premises, a single family residence (90-day notice);
6. premises to be demolished, substantially rehabilitated, or change of use (120-day notice);
7. owner elects to withdraw the premises from the rental market to pursue a conversion (120-day notice)
8. premises are condemned by a local agency (30-day notice, or less if continued habitation would subject the landlord to criminal or civil penalties);
9. service of notice to quit or vacate by the owner or lessor with whom the tenant shares the dwelling unit or access to a common kitchen or bathroom area (20-day notice);
10. transitional housing program expires, the tenant ages out of a program, or the tenant has completed a program and is no longer eligible (30-day notice); and
11. intentional and knowing misrepresentation or omission of material information on the tenant's application that, had the misrepresentations or omissions not been made, would have caused the landlord to request additional information or take adverse action (30-day notice within first 60 days of tenancy unless the misrepresentation makes tenant ineligible for a program or subsidy).

Notices must identify the facts and circumstances that support the cause or causes with specificity. With respect to any incidents alleged, and to the extent known and available to the landlord at the time the notice is issued, the landlord must identify the evidence he or she will rely upon; however, the landlord is allowed to present other evidence regarding the allegations within the notice where the evidence was unknown or unavailable at the time the notice was issued.

Occupants.

Where a tenant has permanently vacated for reasons other than termination by the landlord, and occupants co-resided with the tenant prior to and up to the tenant's vacation with the landlord's approval, the tenant must immediately apply or reapply as a prospective tenant. In the event that the occupant fails to immediately apply or the application is denied, the landlord may commence an unlawful detainer action. This new provision regarding occupants is not applicable to subsidized housing.

Enforcement Remedies.

A landlord who removes a tenant or causes a tenant to be removed from a dwelling in violation of the section specifying exclusive causes and the landlord's responsibilities with respect to occupants shall be held liable to the tenant for wrongful eviction for the greater of 1) the tenant's economic and noneconomic damages or 2) four and one-half times the monthly rent, as well as reasonable attorneys' fees and costs. The existing statutory damages available for inclusion in the rental agreement of prohibited provisions is increased from \$500 to two times the monthly rent.

Conforming Sections and Definitions.

Other sections are amended to reflect the new section providing the only causes cognizable under the RLTA:

- Language in the RLTA is stricken which allows a landlord to terminate a periodic or monthly tenancy with 20-days' notice.
- Language in the RLTA is stricken which provides that where premises are rented for a specified time the tenancy shall be deemed terminated at the end of the specified time.
- The definition of "unlawful detainer" found in a chapter separate from the RLTA, chapter 59.12 RCW, and which is applicable to tenancies under the RLTA as well as other tenancies, is amended to refer to this new section.

The terms "immediate family," "subsidized housing," and "transitional housing" are defined in the RLTA.

Appropriation: None.

Fiscal Note: Not requested.

Effective Date: The bill contains an emergency clause and takes effect immediately.