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**HOUSE BILL 1236**

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**State of Washington**

**67th Legislature**

**2021 Regular Session**

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

Read first time 01/18/21. Referred to Committee on Housing, Human Services & Veterans.

1 AN ACT Relating to protecting residential tenants from the  
2 beginning to end of their tenancies by penalizing the inclusion of  
3 unlawful lease provisions and limiting the reasons for eviction,  
4 refusal to continue, and termination; amending RCW 59.18.220 and  
5 59.12.030; reenacting and amending RCW 59.18.030, 59.18.200, and  
6 59.18.230; adding a new section to chapter 59.18 RCW; prescribing  
7 penalties; and declaring an emergency.

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

9 **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and  
10 2019 c 23 s 1 are each reenacted and amended to read as follows:

11 As used in this chapter:

12 (1) "Active duty" means service authorized by the president of  
13 the United States, the secretary of defense, or the governor for a  
14 period of more than (~~thirty~~) 30 consecutive days.

15 (2) "Certificate of inspection" means an unsworn statement,  
16 declaration, verification, or certificate made in accordance with the  
17 requirements of chapter 5.50 RCW by a qualified inspector that states  
18 that the landlord has not failed to fulfill any substantial  
19 obligation imposed under RCW 59.18.060 that endangers or impairs the  
20 health or safety of a tenant, including (a) structural members that  
21 are of insufficient size or strength to carry imposed loads with

1 safety, (b) exposure of the occupants to the weather, (c) plumbing  
2 and sanitation defects that directly expose the occupants to the risk  
3 of illness or injury, (d) not providing facilities adequate to supply  
4 heat and water and hot water as reasonably required by the tenant,  
5 (e) providing heating or ventilation systems that are not functional  
6 or are hazardous, (f) defective, hazardous, or missing electrical  
7 wiring or electrical service, (g) defective or hazardous exits that  
8 increase the risk of injury to occupants, and (h) conditions that  
9 increase the risk of fire.

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

17 (4) "Comprehensive reusable tenant screening report" means a  
18 tenant screening report prepared by a consumer reporting agency at  
19 the direction of and paid for by the prospective tenant and made  
20 available directly to a prospective landlord at no charge, which  
21 contains all of the following: (a) A consumer credit report prepared  
22 by a consumer reporting agency within the past (~~thirty~~) 30 days;  
23 (b) the prospective tenant's criminal history; (c) the prospective  
24 tenant's eviction history; (d) an employment verification; and (e)  
25 the prospective tenant's address and rental history.

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

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

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

37 (8) "Distressed home conveyance" has the same meaning as in RCW  
38 61.34.020.

39 (9) "Distressed home purchaser" has the same meaning as in RCW  
40 61.34.020.

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

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

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

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

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

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

24 (b) The homeowner is at least (~~thirty~~) 30 days delinquent on  
25 any loan that is secured by the property; or

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

29 (i) The mortgagee;

30 (ii) A person licensed or required to be licensed under chapter  
31 19.134 RCW;

32 (iii) A person licensed or required to be licensed under chapter  
33 19.146 RCW;

34 (iv) A person licensed or required to be licensed under chapter  
35 18.85 RCW;

36 (v) An attorney-at-law;

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

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

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

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

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

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

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

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

18 (19) "Permanent change of station" means: (a) Transfer to a unit  
19 located at another port or duty station; (b) change in a unit's home  
20 port or permanent duty station; (c) call to active duty for a period  
21 not less than (~~ninety~~) 90 days; (d) separation; or (e) retirement.

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

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

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

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

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

38 (25) "Qualified inspector" means a United States department of  
39 housing and urban development certified inspector; a Washington state  
40 licensed home inspector; an American society of home inspectors

1 certified inspector; a private inspector certified by the national  
2 association of housing and redevelopment officials, the American  
3 association of code enforcement, or other comparable professional  
4 association as approved by the local municipality; a municipal code  
5 enforcement officer; a Washington licensed structural engineer; or a  
6 Washington licensed architect.

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

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

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

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

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

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

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

4 (33) "Tenant representative" means:

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

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

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

15 (d) In the absence of a personal representative under (a) of this  
16 subsection, a person claiming to be a successor under (b) of this  
17 subsection, or a designated person under (c) of this subsection, any  
18 person who provides the landlord with reasonable evidence that he or  
19 she is a successor of the deceased tenant as defined in RCW  
20 11.62.005. The landlord has no obligation to identify all of the  
21 deceased tenant's successors.

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

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

29 (36) "Immediate family" includes state registered domestic  
30 partner, spouse, parents, grandparents, children, including foster  
31 children, siblings, and in-laws.

32 (37) "Subsidized housing" refers to rental housing for very low-  
33 income or low-income households that is insured, financed, or  
34 assisted in whole or in part through one of the following sources:

35 (a) A federal or state housing program administered by the  
36 department of commerce or the Washington state housing finance  
37 commission;

38 (b) A federal housing program administered by a city or county  
39 government;

40 (c) An affordable housing levy authorized under RCW 84.52.105; or

1 (d) The surcharges authorized by RCW 36.22.178 and 36.22.179 and  
2 any of the surcharges authorized in chapter 43.185C RCW.

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

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

14 (1)(a) A landlord may not evict a tenant, refuse to continue the  
15 tenancy, or terminate a periodic tenancy except for the causes  
16 enumerated in subsection (2) of this section.

17 (b) Where the initial term of the tenancy is for a fixed term of  
18 one year, the tenancy may be terminated at the end of the first year  
19 of the tenancy upon 60 days' prior written notice, served in a manner  
20 consistent with RCW 59.12.040. If a landlord does not give 60 days'  
21 notice as provided in this subsection, the tenancy becomes a monthly  
22 periodic tenancy until further agreement of the landlord and tenant.

23 (2) The following reasons listed in this subsection, and no  
24 others, constitute cause:

25 (a) The tenant continues in possession in person or by subtenant  
26 after a default in the payment of rent, and after written notice  
27 requiring, in the alternative, the payment of the rent or the  
28 surrender of the detained premises has remained uncomplied with for  
29 the period set forth in RCW 59.12.030(3) for tenants subject to this  
30 chapter. The written notice may be served at any time after the rent  
31 becomes due. If the rental debt is due to COVID-19 hardship, the  
32 landlord shall have offered a repayment plan based on the tenant's  
33 individual finances, health, and other circumstances prior to  
34 proceeding with any eviction. If a tenant fails to accept the terms  
35 of a reasonable repayment plan within 14 days of the landlord's offer  
36 or defaults on any rent owed under a repayment plan, the landlord may  
37 proceed with an unlawful detainer action as set forth in RCW  
38 59.12.030(3). The court shall consider the tenant's circumstances and

1 the repayment plan terms offered during any unlawful detainer  
2 proceeding;

3 (b) The tenant continues in possession after substantial breach  
4 of a material program requirement of subsidized housing, material  
5 term subscribed to by the tenant within the lease or rental  
6 agreement, or a tenant obligation imposed by law, other than one for  
7 monetary damages, and after the landlord has served written notice  
8 specifying the acts or omissions constituting the breach and  
9 requiring, in the alternative, that the breach be remedied or the  
10 rental agreement will terminate, and the breach has not been  
11 adequately remedied by the date specified in the notice, which date  
12 shall be at least 10 days after service of the notice;

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

19 (d) The tenant continues in possession after the landlord of a  
20 dwelling unit in good faith seeks possession so that the owner or his  
21 or her immediate family may occupy the unit as that person's  
22 principal residence and no substantially equivalent unit is vacant  
23 and available to house the owner or his or her immediate family in  
24 the same building, and the owner has given at least 90 days' advance  
25 written notice of the date the tenant's possession is to end. There  
26 is a rebuttable presumption that the owner did not act in good faith  
27 if the owner or immediate family fails to occupy the unit as a  
28 principal residence for at least 60 consecutive days during the 90  
29 days immediately after the tenant vacated the unit pursuant to a  
30 notice of termination using this subsection (2)(d) as the cause for  
31 termination;

32 (e) The tenant continues in possession after the landlord elects  
33 to sell a single family residence and the landlord has given at least  
34 90 days' advance written notice of the date the tenant's possession  
35 is to end. For the purposes of this subsection (2)(e), an owner  
36 "elects to sell" when the owner makes reasonable attempts to sell the  
37 dwelling within 30 days after the tenant has vacated, including, at a  
38 minimum, listing it for sale at a reasonable price with a realty  
39 agency or advertising it for sale at a reasonable price in a

1 newspaper of general circulation. There shall be a rebuttable  
2 presumption that the owner did not intend to sell the unit if:

3 (i) Within 30 days after the tenant has vacated, the owner does  
4 not list the single-family dwelling unit for sale at a reasonable  
5 price with a realty agency or advertise it for sale at a reasonable  
6 price in a newspaper of general circulation, or

7 (ii) Within 90 days after the date the tenant vacated or the date  
8 the property was listed for sale, whichever is later, the owner  
9 withdraws the rental unit from the market, rents the unit to someone  
10 other than the former tenant, or otherwise indicates that the owner  
11 does not intend to sell the unit;

12 (f) The tenant continues in possession of the premises after the  
13 landlord serves the tenant with advance written notice pursuant to  
14 RCW 59.18.200(2)(c);

15 (g) The tenant continues in possession after the owner elects to  
16 withdraw the premises to pursue a conversion pursuant to RCW  
17 64.34.440 or 64.90.655;

18 (h) The tenant continues in possession, after the landlord has  
19 served 30 days' advance written notice that: (i) The premises has  
20 been certified or condemned as uninhabitable by a local agency  
21 charged with the authority to issue such an order; and (ii) continued  
22 habitation of the premises would subject the landlord to civil or  
23 criminal penalties. However, if the terms of the local agency's order  
24 do not allow the landlord to provide 30 days' advance written notice,  
25 the landlord shall provide as much advance written notice as is  
26 possible and still comply with the order;

27 (i) The tenant continues in possession after an owner or lessor,  
28 with whom the tenant shares the dwelling unit or access to a common  
29 kitchen or bathroom area, has served a 20-day notice to quit or  
30 vacate prior to the end of the rental term or, if a periodic tenancy,  
31 the end of the rental period;

32 (j) The tenant continues in possession of a dwelling unit in  
33 transitional housing after having received a 30-day notice to vacate  
34 in advance of the expiration of the program, the tenant has aged out  
35 of the program, or the tenant has completed an educational or  
36 training or service program and is no longer eligible to participate.  
37 Nothing in this subsection (2)(j) shall be construed to prohibit the  
38 termination of a tenancy in transitional housing for any of the other  
39 causes specified in this subsection;

1 (k) (i) The tenant continues in possession after having received a  
2 30-day notice to quit due to intentional, knowing, and material  
3 misrepresentations or omissions made on the tenant's application at  
4 the inception of the tenancy that, had these misrepresentations or  
5 omissions not been made, would have resulted in the landlord  
6 requesting additional information or taking an adverse action. Except  
7 as provided in (k) (ii) of this subsection, the 30-day notice must be  
8 served on the tenant within the first 60 days of the initiation of  
9 the tenancy;

10 (ii) The landlord may seek termination under this subsection  
11 (2)(k) at any time during the tenancy if the misrepresentation makes  
12 the tenant ineligible for subsidized housing as defined in this  
13 chapter.

14 (3) (a) Where a tenant has permanently vacated due to voluntary or  
15 involuntary events, other than by termination by the landlord, any  
16 remaining occupants who had coresided with the tenant prior to and up  
17 to the time the tenant permanently vacated must immediately apply or  
18 reapply as a prospective tenant in order to continue to reside in the  
19 dwelling unit and must meet the same screening, background, and  
20 financial criteria as would any other prospective tenant. In the  
21 event that the occupant fails to immediately apply or the application  
22 is denied for failure to meet the criteria, the landlord may commence  
23 an unlawful detainer action under this chapter.

24 (b) This subsection (3) does not apply to tenants residing in  
25 subsidized housing.

26 (4) A landlord who removes a tenant or causes a tenant to be  
27 removed from a dwelling in any way in violation of this section is  
28 liable to the tenant for wrongful eviction, and the tenant prevailing  
29 in such an action is entitled to the greater of their economic and  
30 noneconomic damages or four and one-half times the monthly rent of  
31 the dwelling at issue, and reasonable attorneys' fees and costs.

32 (5) Nothing in subsection (2) (d), (e), or (f) of this section  
33 permits a landlord to terminate a fixed term tenancy before the  
34 completion of the term unless the landlord and the tenant mutually  
35 consent, in writing, to early termination and the tenant is afforded  
36 at least 60 days to vacate.

37 (6) All written notices required under subsection (2) of this  
38 section must:

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

1 (b) Identify the facts and circumstances that support the cause  
2 or causes with enough specificity so as to enable the tenant to  
3 respond and prepare a defense. With respect to any incidents alleged,  
4 and to the extent this information is known and available to the  
5 landlord at the time of the issuance of the notice, a notice must  
6 reasonably identify the facts and circumstances the landlord will  
7 rely upon to establish the cause or causes specified in the notice.  
8 The landlord shall be allowed to present additional facts and  
9 circumstances regarding the allegations within the notice where such  
10 evidence was unknown or unavailable at the time of the issuance of  
11 the notice.

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

14 (1)(a) When premises are rented for an indefinite time, with  
15 monthly or other periodic rent reserved, such tenancy shall be  
16 construed to be a tenancy from month to month, or from period to  
17 period on which rent is payable, and shall be terminated by written  
18 notice of (~~twenty~~) 20 days or more, preceding the end of any of the  
19 months or periods of tenancy, given by (~~either party~~) the tenant to  
20 the (~~other~~) landlord.

21 (b) Any tenant who is a member of the armed forces, including the  
22 national guard and armed forces reserves, or that tenant's spouse or  
23 dependent, may terminate a rental agreement with less than (~~twenty~~)  
24 20 days' written notice if the tenant receives permanent change of  
25 station or deployment orders that do not allow a (~~twenty~~) 20-day  
26 written notice.

27 (2)(a) Whenever a landlord plans to change to a policy of  
28 excluding children, the landlord shall give a written notice to a  
29 tenant at least (~~ninety~~) 90 days before termination of the tenancy  
30 to effectuate such change in policy. Such (~~ninety~~) 90-day notice  
31 shall be in lieu of the notice required by subsection (1) of this  
32 section. However, if after giving the (~~ninety~~) 90-day notice the  
33 change in policy is delayed, the notice requirements of subsection  
34 (1) of this section shall apply unless waived by the tenant.

35 (b) Whenever a landlord plans to change any apartment or  
36 apartments to a condominium form of ownership, the landlord shall  
37 provide a written notice to a tenant at least (~~one hundred twenty~~)  
38 120 days before termination of the tenancy, in compliance with RCW  
39 64.34.440(1), to effectuate such change. The (~~one hundred twenty-~~

1 day)) 120-day notice is in lieu of the notice required in subsection  
2 (1) of this section. However, if after providing the (~~one hundred~~  
3 ~~twenty-day~~) 120-day notice the change to a condominium form of  
4 ownership is delayed, the notice requirements in subsection (1) of  
5 this section apply unless waived by the tenant.

6 (c)(i) Whenever a landlord plans to demolish or substantially  
7 rehabilitate premises or plans a change of use of premises, the  
8 landlord shall provide a written notice to a tenant at least (~~one~~  
9 ~~hundred twenty~~) 120 days before termination of the tenancy. This  
10 subsection (2)(c)(i) does not apply to jurisdictions that have  
11 created a relocation assistance program under RCW 59.18.440 and  
12 otherwise provide (~~one hundred twenty~~) 120 days' notice.

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

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

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

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

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

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

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

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

6       ~~(2))~~ Any tenant who is a member of the armed forces, including  
7 the national guard and armed forces reserves, or that tenant's spouse  
8 or dependent, may terminate a tenancy for a specified time if the  
9 tenant receives permanent change of station or deployment orders.  
10 Before terminating the tenancy, the tenant, or that tenant's spouse  
11 or dependent, shall provide written notice of ~~((twenty))~~ 20 days or  
12 more to the landlord, which notice shall include a copy of the  
13 official military orders or a signed letter from the service member's  
14 commanding officer confirming any of the following criteria are met:

15       ~~((a))~~ (1) The service member is required, pursuant to a  
16 permanent change of station orders, to move ~~((thirty-five))~~ 35 miles  
17 or more from the location of the rental premises;

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

20       ~~((c))~~ (3) The service member is released from active duty after  
21 having leased the rental premises while on active duty status and the  
22 rental premises is ~~((thirty-five))~~ 35 miles or more from the service  
23 member's home of record prior to entering active duty;

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

27       ~~((e))~~ (5) The service member receives temporary duty orders,  
28 temporary change of station orders, or active duty orders to an area  
29 ~~((thirty-five))~~ 35 miles or more from the location of the rental  
30 premises, provided such orders are for a period not less than  
31 ~~((ninety))~~ 90 days; or

32       ~~((f))~~ (6) The service member has leased the property, but prior  
33 to taking possession of the rental premises, receives change of  
34 station orders to an area that is ~~((thirty-five))~~ 35 miles or more  
35 from the location of the rental premises.

36       **Sec. 5.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are  
37 each reenacted and amended to read as follows:

38       (1)(a) Any provision of a lease or other agreement, whether oral  
39 or written, whereby any section or subsection of this chapter is

1 waived except as provided in RCW 59.18.360 and shall be deemed  
2 against public policy and shall be unenforceable. Such  
3 unenforceability shall not affect other provisions of the agreement  
4 which can be given effect without them.

5 (b) A landlord may not threaten a tenant with eviction for  
6 failure to pay nonpossessory charges limited under RCW 59.18.283.

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

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

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

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

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

17 (e) And landlord have agreed to a particular arbitrator at the  
18 time the rental agreement is entered into; or

19 (f) Agrees to pay late fees for rent that is paid within five  
20 days following its due date. If rent is more than five days past due,  
21 the landlord may charge late fees commencing from the first day after  
22 the due date until paid. Nothing in this subsection prohibits a  
23 landlord from serving a notice to pay or vacate at any time after the  
24 rent becomes due.

25 (3) A provision prohibited by subsection (2) of this section  
26 included in a rental agreement is unenforceable. If a landlord  
27 deliberately uses a rental agreement containing provisions known by  
28 him or her to be prohibited, the tenant may recover actual damages  
29 sustained by him or her, statutory damages not to exceed (~~five~~  
30 ~~hundred dollars~~) two times the monthly rent charged for the unit,  
31 costs of suit, and reasonable attorneys' fees.

32 (4) The common law right of the landlord of distress for rent is  
33 hereby abolished for property covered by this chapter. Any provision  
34 in a rental agreement creating a lien upon the personal property of  
35 the tenant or authorizing a distress for rent is null and void and of  
36 no force and effect. Any landlord who takes or detains the personal  
37 property of a tenant without the specific written consent of the  
38 tenant to such incident of taking or detention, and who, after  
39 written demand by the tenant for the return of his or her personal  
40 property, refuses to return the same promptly shall be liable to the

1 tenant for the value of the property retained, actual damages, and if  
2 the refusal is intentional, may also be liable for damages of up to  
3 ((~~five hundred dollars~~)) \$500 per day but not to exceed ((~~five~~  
4 ~~thousand dollars~~)) \$5,000, for each day or part of a day that the  
5 tenant is deprived of his or her property. The prevailing party may  
6 recover his or her costs of suit and a reasonable attorneys' fee.

7 In any action, including actions pursuant to chapters 7.64 or  
8 12.28 RCW, brought by a tenant or other person to recover possession  
9 of his or her personal property taken or detained by a landlord in  
10 violation of this section, the court, upon motion and after notice to  
11 the opposing parties, may waive or reduce any bond requirements where  
12 it appears to be to the satisfaction of the court that the moving  
13 party is proceeding in good faith and has, prima facie, a meritorious  
14 claim for immediate delivery or redelivery of said property.

15 **Sec. 6.** RCW 59.12.030 and 2019 c 356 s 2 are each amended to  
16 read as follows:

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

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

27 (2) When he or she, having leased property for an indefinite time  
28 with monthly or other periodic rent reserved, continues in possession  
29 thereof, in person or by subtenant, after the end of any such month  
30 or period, when the landlord, more than ((~~twenty~~)) 20 days prior to  
31 the end of such month or period, has served notice (in manner in RCW  
32 59.12.040 provided) requiring him or her to quit the premises at the  
33 expiration of such month or period;

34 (3) When he or she continues in possession in person or by  
35 subtenant after a default in the payment of rent, and after notice in  
36 writing requiring in the alternative the payment of the rent or the  
37 surrender of the detained premises, served (in manner in RCW  
38 59.12.040 provided) on behalf of the person entitled to the rent upon  
39 the person owing it, has remained uncomplished with for the period of

1 three days after service, or for the period of (~~fourteen~~) 14 days  
2 after service for tenancies under chapter 59.18 RCW. The notice may  
3 be served at any time after the rent becomes due. For the purposes of  
4 this subsection and as applied to tenancies under chapter 59.18 RCW,  
5 "rent" has the same meaning as defined in RCW 59.18.030;

6 (4) When he or she continues in possession in person or by  
7 subtenant after a neglect or failure to keep or perform any condition  
8 or covenant of the lease or agreement under which the property is  
9 held, including any covenant not to assign or sublet, other than one  
10 for the payment of rent, and after notice in writing requiring in the  
11 alternative the performance of such condition or covenant or the  
12 surrender of the property, served (in manner in RCW 59.12.040  
13 provided) upon him or her, and if there is a subtenant in actual  
14 possession of the premises, also upon such subtenant, shall remain  
15 uncomplied with for (~~ten~~) 10 days after service thereof. Within  
16 (~~ten~~) 10 days after the service of such notice the tenant, or any  
17 subtenant in actual occupation of the premises, or any mortgagee of  
18 the term, or other person interested in its continuance, may perform  
19 such condition or covenant and thereby save the lease from such  
20 forfeiture. For the purposes of this subsection and as applied to  
21 tenancies under chapter 59.18 RCW, "rent" has the same meaning as  
22 defined in RCW 59.18.030;

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

29 (6) A person who, without the permission of the owner and without  
30 having color of title thereto, enters upon land of another and who  
31 fails or refuses to remove therefrom after three days' notice, in  
32 writing and served upon him or her in the manner provided in RCW  
33 59.12.040. Such person may also be subject to the criminal provisions  
34 of chapter 9A.52 RCW; or

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

37 NEW SECTION. **Sec. 7.** This act is necessary for the immediate  
38 preservation of the public peace, health, or safety, or support of

1 the state government and its existing public institutions, and takes  
2 effect immediately.

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