
SENATE BILL 5549

State of Washington 61st Legislature 2009 Regular Session

By Senators Kohl-Welles, Kline, Keiser, Franklin, Kauffman, and Fraser

Read first time 01/26/09. Referred to Committee on Financial Institutions, Housing & Insurance.

1 AN ACT Relating to the termination of month to month or other
2 periodic tenancies governed by the residential landlord-tenant act; and
3 amending RCW 59.18.200.

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

5 **Sec. 1.** RCW 59.18.200 and 2008 c 113 s 4 are each amended to read
6 as follows:

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

13 ~~(b))~~ may not be terminated unless one of the parties gives written
14 notice to the other party of his or her intention to terminate the
15 tenancy under this section or as allowed under RCW 59.12.030 (3), (4),
16 (5), and (7).

17 (b) A tenant may terminate a rental agreement by written notice of
18 twenty days or more, preceding the end of any of the months or periods

1 of tenancy or as otherwise permitted by law or the terms and conditions
2 of the tenant's rental agreement.

3 (c) Any tenant who is a member of the armed forces, including the
4 national guard and armed forces reserves, or that tenant's spouse or
5 dependant, may terminate a rental agreement with less than twenty days'
6 notice if the tenant receives reassignment or deployment orders that do
7 not allow a twenty-day notice.

8 (d) A landlord who is prohibited by the terms and conditions of the
9 rental agreement or by federal, state, or local law from evicting the
10 tenant or terminating the tenancy, except for tenant malfeasance or
11 other good cause, may terminate a rental agreement by written notice of
12 twenty days or more specifying the reasons for the termination,
13 preceding the end of any of the months or periods of tenancy.

14 (2)(a) Whenever a landlord plans to terminate a rental agreement
15 without cause and the tenant has occupied the dwelling unit for less
16 than twelve months, the landlord may terminate a rental agreement by
17 written notice of thirty days or more, preceding the end of any of the
18 months or periods of tenancy. Whenever a landlord plans to terminate
19 a rental agreement without cause and the tenant has occupied the
20 dwelling unit for twelve months or more, the landlord shall give a
21 written notice to a tenant at least sixty days preceding the end of any
22 of the months or periods of tenancy.

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

31 ((+b+)) (c) Whenever a landlord plans to change any apartment or
32 apartments to a condominium form of ownership, the landlord shall
33 provide a written notice to a tenant at least one hundred twenty days
34 before termination of the tenancy, in compliance with RCW 64.34.440(1),
35 to effectuate such change. The one hundred twenty-day notice is in
36 lieu of the notice required in subsection (1)(a) of this section.
37 However, if after providing the one hundred twenty-day notice the

1 change to a condominium form of ownership is delayed, the notice
2 requirements in subsection (1)(a) of this section apply unless waived
3 by the tenant.

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