
SUBSTITUTE HOUSE BILL 2453

State of Washington

66th Legislature

2020 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Macri, Thai, Lekanoff, Gregerson, Robinson, Ryu, Frame, Kloba, Peterson, Santos, Bergquist, J. Johnson, Davis, and Pollet)

READ FIRST TIME 02/07/20.

1 AN ACT Relating to providing protections to residential tenants;
2 amending RCW 59.18.220, 59.18.230, and 59.12.030; reenacting and
3 amending RCW 59.18.030 and 59.18.200; adding a new section to chapter
4 59.18 RCW; and prescribing penalties.

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

6 **Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and
7 2019 c 23 s 1 are each reenacted and amended to read as follows:

8 As used in this chapter:

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

12 (2) "Certificate of inspection" means an unsworn statement,
13 declaration, verification, or certificate made in accordance with the
14 requirements of chapter 5.50 RCW by a qualified inspector that states
15 that the landlord has not failed to fulfill any substantial
16 obligation imposed under RCW 59.18.060 that endangers or impairs the
17 health or safety of a tenant, including (a) structural members that
18 are of insufficient size or strength to carry imposed loads with
19 safety, (b) exposure of the occupants to the weather, (c) plumbing
20 and sanitation defects that directly expose the occupants to the risk
21 of illness or injury, (d) not providing facilities adequate to supply

1 heat and water and hot water as reasonably required by the tenant,
2 (e) providing heating or ventilation systems that are not functional
3 or are hazardous, (f) defective, hazardous, or missing electrical
4 wiring or electrical service, (g) defective or hazardous exits that
5 increase the risk of injury to occupants, and (h) conditions that
6 increase the risk of fire.

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

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

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

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

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

34 (8) "Distressed home conveyance" has the same meaning as in RCW
35 61.34.020.

36 (9) "Distressed home purchaser" has the same meaning as in RCW
37 61.34.020.

38 (10) "Dwelling unit" is a structure or that part of a structure
39 which is used as a home, residence, or sleeping place by one person
40 or by two or more persons maintaining a common household, including

1 but not limited to single-family residences and units of multiplexes,
2 apartment buildings, and mobile homes.

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

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

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

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

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

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

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

26 (i) The mortgagee;

27 (ii) A person licensed or required to be licensed under chapter
28 19.134 RCW;

29 (iii) A person licensed or required to be licensed under chapter
30 19.146 RCW;

31 (iv) A person licensed or required to be licensed under chapter
32 18.85 RCW;

33 (v) An attorney-at-law;

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

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

37 (15) "Landlord" means the owner, lessor, or sublessor of the
38 dwelling unit or the property of which it is a part, and in addition
39 means any person designated as representative of the owner, lessor,

1 or sublessor including, but not limited to, an agent, a resident
2 manager, or a designated property manager.

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

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

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

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

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

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

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

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

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

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

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

35 (25) "Qualified inspector" means a United States department of
36 housing and urban development certified inspector; a Washington state
37 licensed home inspector; an American society of home inspectors
38 certified inspector; a private inspector certified by the national
39 association of housing and redevelopment officials, the American
40 association of code enforcement, or other comparable professional

1 association as approved by the local municipality; a municipal code
2 enforcement officer; a Washington licensed structural engineer; or a
3 Washington licensed architect.

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

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

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

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

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

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

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

40 (33) "Tenant representative" means:

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

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

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

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

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

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

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

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

33 (38) "Transitional housing" means housing units owned, operated,
34 or managed by a nonprofit organization or governmental entity in
35 which supportive services are provided to individuals and families
36 that were formerly homeless, with the intent to stabilize them and
37 move them to permanent housing within a period of not more than
38 twenty-four months, or longer if the program is limited to tenants
39 within a specified age range or the program is intended for tenants

1 in need of time to complete and transition from educational or
2 training or service programs.

3 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18
4 RCW to read as follows:

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

8 (b) Where premises are rented for a specified time, by express or
9 implied contract:

10 (i) During an initial term of one year or less, the tenancy may
11 be terminated at the end of the specified time upon sixty days' prior
12 written notice, served in a manner consistent with RCW 59.12.040.

13 (ii) During the second year of a tenancy pursuant to an initial
14 term of more than one year, a second or subsequent term that follows
15 an initial term of whatever duration, or a periodic tenancy that
16 follows an initial term of whatever duration, a landlord may not
17 evict a tenant, refuse to continue the tenancy, or terminate the
18 tenancy except for the causes enumerated in subsection (2) of this
19 section.

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

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

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

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

7 (d) The tenant continues in possession after the landlord of a
8 dwelling unit in good faith seeks possession so that the owner or his
9 or her immediate family may occupy the unit as that person's
10 principal residence and no substantially equivalent unit is vacant
11 and available to house the owner or his or her immediate family in
12 the same building, and the owner has given at least ninety days'
13 advance written notice of the date the tenant's possession is to end.
14 There is a rebuttable presumption that the owner did not act in good
15 faith if the owner or immediate family fails to occupy the unit as a
16 principal residence for at least sixty consecutive days during the
17 ninety days immediately after the tenant vacated the unit pursuant to
18 a notice of termination using this subsection (2)(d) as the cause for
19 termination;

20 (e) The tenant continues in possession after the landlord elects
21 to withdraw a single dwelling residence from the rental market after
22 the landlord has given at least ninety days' advance written notice
23 of the date the tenant's possession is to end;

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

27 (g) The tenant continues in possession after the owner elects to
28 withdraw the premises to pursue a conversion pursuant to RCW
29 64.34.440 or 64.90.655;

30 (h) The tenant continues in possession, after the landlord has
31 served thirty days' advance written notice that: (i) The premises has
32 been certified or condemned as uninhabitable by a local agency
33 charged with the authority to issue such an order; and (ii) continued
34 habitation of the premises would subject the landlord to civil or
35 criminal penalties. However, if the terms of the local agency's order
36 do not allow the landlord to provide thirty days' advance written
37 notice, the landlord shall provide as much advance written notice as
38 is possible and still comply with the order;

39 (i) The tenant continues in possession after an owner or lessor,
40 with whom the tenant shares the dwelling unit or access to a common

1 kitchen or bathroom area, has served a twenty-day notice to quit or
2 vacate prior to the end of the rental term or, if a periodic tenancy,
3 the end of the rental period;

4 (j) The tenant continues in possession after the expiration of a
5 rental agreement without signing a proposed new rental agreement
6 proffered by the landlord; provided, that the landlord proffered the
7 proposed new rental agreement at least thirty and no more than ninety
8 days prior to the expiration of the current rental agreement and that
9 any new terms and conditions of the proposed new rental agreement are
10 reasonable. This subsection (2)(j) shall not apply to tenants whose
11 tenancies are or have become periodic;

12 (k) The tenant continues in possession after having received a
13 twenty-day notice to quit due to chronic, harmful, and unjustified
14 failure to pay rent. For purposes of this subsection (2)(k),
15 "harmful" includes instances in which the landlord has commenced
16 multiple unlawful detainer actions against the tenant for failure to
17 pay rent within a short period of time;

18 (l) The tenant continues in possession of a dwelling unit in
19 transitional housing after having received a thirty-day notice to
20 vacate in advance of the expiration of the program, the tenant has
21 aged out of the program, or the tenant has completed an educational
22 or training or service program and is no longer eligible to
23 participate. Nothing in this subsection (2)(l) shall be construed to
24 prohibit the termination of a tenancy in transitional housing for any
25 of the other causes specified in this subsection;

26 (m) (i) The tenant continues in possession after having received a
27 thirty-day notice to quit due to intentional, knowing, and material
28 misrepresentations or omissions made on the tenant's application at
29 the inception of the tenancy that, had these misrepresentations or
30 omissions not been made, would have resulted in the landlord
31 requesting additional information or taking an adverse action. Except
32 as provided in (m) (ii) of this subsection, the thirty-day notice must
33 be served on the tenant within the first sixty days of the initiation
34 of the tenancy;

35 (ii) The landlord may seek termination under this subsection
36 (2)(m) at any time during the tenancy if the misrepresentation makes
37 the tenant ineligible for a program or subsidy under which the
38 dwelling unit is operated;

39 (n) The tenant continues in possession after having received a
40 sixty-day notice to quit for other good cause prior to the

1 termination of the period or rental agreement and such cause
2 constitutes a legitimate economic or business reason not covered or
3 related to a basis for termination enumerated under this subsection.
4 Where the landlord relies on this basis for termination of the
5 tenancy, the court may stay any writ of restitution for up to sixty
6 additional days for good cause shown, including difficulty procuring
7 alternative housing. The court shall condition such a stay upon the
8 tenant's continued payment of rent during the stay period. Upon
9 granting such a stay, the court shall award court costs and fees as
10 allowed under this chapter.

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

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

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

27 (5) Nothing in subsection (2) (d), (e), or (f) of this section
28 permits a landlord to terminate a fixed term tenancy before the
29 completion of the term unless the landlord and the tenant mutually
30 consent, in writing, to early termination and the tenant is afforded
31 at least sixty days to vacate.

32 (6) All written notices required under subsection (2) of this
33 section must:

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

35 (b) Identify the facts and circumstances that support the cause
36 or causes with enough specificity so as to enable the tenant to
37 respond and prepare a defense. With respect to any incidents alleged,
38 and to the extent this information is known and available to the
39 landlord at the time of the issuance of the notice, a notice must
40 reasonably identify the facts and circumstances the landlord will

1 rely upon to establish the cause or causes specified in the notice.
2 The landlord shall be allowed to present additional facts and
3 circumstances regarding the allegations within the notice where such
4 evidence was unknown or unavailable at the time of the issuance of
5 the notice. The landlord shall not be required to present all the
6 facts and circumstances cited within the notice or to press all the
7 causes alleged in the notice.

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

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

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

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

31 (b) 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
35 64.34.440(1), to effectuate such change. The one hundred twenty-day
36 notice is in lieu of the notice required in subsection (1) of this
37 section. However, if after providing the one hundred twenty-day
38 notice the change to a condominium form of ownership is delayed, the

1 notice requirements in subsection (1) of this section apply unless
2 waived by the tenant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 **Sec. 5.** RCW 59.18.230 and 2011 c 132 s 11 are each amended to
34 read as follows:

35 (1) Any provision of a lease or other agreement, whether oral or
36 written, whereby any section or subsection of this chapter is waived
37 except as provided in RCW 59.18.360 and shall be deemed against
38 public policy and shall be unenforceable. Such unenforceability shall

1 not affect other provisions of the agreement which can be given
2 effect without them.

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

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

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

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

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

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

15 (3) A provision prohibited by subsection (2) of this section
16 included in a rental agreement is unenforceable. If a landlord
17 deliberately uses a rental agreement containing provisions known by
18 him or her to be prohibited, the tenant may recover actual damages
19 sustained by him or her, statutory damages not to exceed (~~five~~
20 ~~hundred dollars~~) twice times the monthly rent charged for the unit,
21 costs of suit, and reasonable attorneys' fees.

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

37 In any action, including actions pursuant to chapters 7.64 or
38 12.28 RCW, brought by a tenant or other person to recover possession
39 of his or her personal property taken or detained by a landlord in
40 violation of this section, the court, upon motion and after notice to

1 the opposing parties, may waive or reduce any bond requirements where
2 it appears to be to the satisfaction of the court that the moving
3 party is proceeding in good faith and has, prima facie, a meritorious
4 claim for immediate delivery or redelivery of said property.

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

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

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

17 (2) When he or she, having leased property for an indefinite time
18 with monthly or other periodic rent reserved, continues in possession
19 thereof, in person or by subtenant, after the end of any such month
20 or period, when the landlord, more than twenty days prior to the end
21 of such month or period, has served notice (in manner in RCW
22 59.12.040 provided) requiring him or her to quit the premises at the
23 expiration of such month or period;

24 (3) When he or she continues in possession in person or by
25 subtenant after a default in the payment of rent, and after notice in
26 writing requiring in the alternative the payment of the rent or the
27 surrender of the detained premises, served (in manner in RCW
28 59.12.040 provided) on behalf of the person entitled to the rent upon
29 the person owing it, has remained uncomplished with for the period of
30 three days after service, or for the period of fourteen days after
31 service for tenancies under chapter 59.18 RCW. The notice may be
32 served at any time after the rent becomes due. For the purposes of
33 this subsection and as applied to tenancies under chapter 59.18 RCW,
34 "rent" has the same meaning as defined in RCW 59.18.030;

35 (4) When he or she continues in possession in person or by
36 subtenant after a neglect or failure to keep or perform any condition
37 or covenant of the lease or agreement under which the property is
38 held, including any covenant not to assign or sublet, other than one
39 for the payment of rent, and after notice in writing requiring in the

1 alternative the performance of such condition or covenant or the
2 surrender of the property, served (in manner in RCW 59.12.040
3 provided) upon him or her, and if there is a subtenant in actual
4 possession of the premises, also upon such subtenant, shall remain
5 uncomplished with for ten days after service thereof. Within ten days
6 after the service of such notice the tenant, or any subtenant in
7 actual occupation of the premises, or any mortgagee of the term, or
8 other person interested in its continuance, may perform such
9 condition or covenant and thereby save the lease from such
10 forfeiture. For the purposes of this subsection and as applied to
11 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
12 defined in RCW 59.18.030;

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

19 (6) A person who, without the permission of the owner and without
20 having color of title thereto, enters upon land of another and who
21 fails or refuses to remove therefrom after three days' notice, in
22 writing and served upon him or her in the manner provided in RCW
23 59.12.040. Such person may also be subject to the criminal provisions
24 of chapter 9A.52 RCW; or

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

--- END ---