

SHB 1236 - H AMD 385

By Representative Peterson

ADOPTED 03/07/2021

1 On page 7, beginning on line 20, strike all of subsection (b)
2 and insert the following:

3 "(b) Except where the premises are rented for an indefinite time
4 on a month-to-month or periodic basis during the first year of
5 occupancy, a landlord may terminate the tenancy without cause at the
6 end of an initial lease term between three to 12 months upon at
7 least 60 days' prior written notice, served in a manner consistent
8 with RCW 59.12.040. If a landlord does not give at least 60 days'
9 notice as provided in this subsection, the tenancy shall be
10 construed to be a month-to-month tenancy until further agreement of
11 the landlord and tenant, which can only be terminated for the
12 reasons listed as cause enumerated in subsection (2) of this section."
13

14 On page 11, line 4, after "chapter" insert ";

15 (m) A tenancy may be terminated upon the expiration of the term
16 if the landlord gives the tenant notice in writing not less than 60
17 days prior to the ending date of the term, and:

18 (i) The tenant has committed four or more violations, other than
19 one for monetary damages, of a substantial breach of one of the
20 following: a material program requirement of subsidized housing,
21 material term subscribed to by the tenant within the lease or rental
22 agreement, or a tenant obligation imposed by law, within the
23 preceding 12-month period and the landlord has given the tenant a
24 written warning notice at the time of each violation;

25 (ii) Each written warning notice must:

26 (A) Specify the violation;

27 (B) Provide the tenant an opportunity to cure the violation;

1 (C) State that the landlord may choose to terminate the tenancy
2 at the end of the term if there are four violations within a 12-
3 month period preceding the end of the term; and

4 (D) State that correcting the fourth or subsequent violation is
5 not a defense to termination under this subsection; and

6 (iii) The 60-day notice of termination must:

7 (A) State that the rental agreement will terminate upon the
8 specified ending date for the term or upon a designated date not
9 less than 60 days after the delivery of the notice, whichever is
10 later;

11 (B) Specify the reason for the termination and supporting facts;
12 and

13 (C) Be delivered to the tenant concurrent with or after the
14 fourth or subsequent written warning notice.

15 (iv) The notice under this subsection must include all notices
16 supporting the basis of termination;

17 (v) Any notices asserted under this subsection must pertain to
18 four or more separate incidents or occurrences; and

19 (vi) Nothing in this subsection shall be construed to absolve a
20 landlord from demonstrating by admissible evidence that the four or
21 more violations constituted breaches under subsection (2)(b) of this
22 section at the time of the violation had the tenant not cured the
23 violation"

EFFECT: Provides that, where the initial lease term is between three and twelve months, a landlord may terminate the tenancy without cause at the end of the term by providing at least 60 days' written notice. If the landlord does not terminate the tenancy after the initial lease term ends, no subsequent leases may be terminated without cause. If the tenancy is month-to-month at inception, the tenancy can only be terminated for causes enumerated. Also provides that a landlord may terminate a tenancy by providing at least 60 days' written notice prior to the end of the tenancy where the landlord has provided four or more notices to the tenant within one year that the tenant has committed a violation, other than one for monetary damages, of: a substantial breach of a subsidized housing material program requirement, a material term of the lease, or a tenant obligation under law. Each notice must be in writing, specify the violation, provide the tenant an opportunity to cure the

violation, inform the tenant that the landlord may choose to terminate the tenancy at the end of the term if there are four violations within a one year period, and state that correcting the fourth or subsequent violation is not a defense to termination of the tenancy. The landlord's 60-day notice to terminate the tenancy for this cause must provide that the rental agreement will terminate at the specified ending date or a designated date at least 60 days after the notice is delivered, whichever is later, specify the reason for termination and supporting facts, be provided to the tenant with or after the fourth or subsequent written violation notice, and include all notices supporting the basis for termination.

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