

**ESHB 1236 - S AMD 576**

By Senator Mullet

**NOT ADOPTED 04/08/2021**

1 Strike everything after the enacting clause and insert the  
2 following:

3 **"Sec. 1.** RCW 59.18.030 and 2019 c 356 s 5, 2019 c 232 s 24, and  
4 2019 c 23 s 1 are each reenacted and amended to read as follows:

5 As used in this chapter:

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

9 (2) "Certificate of inspection" means an unsworn statement,  
10 declaration, verification, or certificate made in accordance with the  
11 requirements of chapter 5.50 RCW by a qualified inspector that states  
12 that the landlord has not failed to fulfill any substantial  
13 obligation imposed under RCW 59.18.060 that endangers or impairs the  
14 health or safety of a tenant, including (a) structural members that  
15 are of insufficient size or strength to carry imposed loads with  
16 safety, (b) exposure of the occupants to the weather, (c) plumbing  
17 and sanitation defects that directly expose the occupants to the risk  
18 of illness or injury, (d) not providing facilities adequate to supply  
19 heat and water and hot water as reasonably required by the tenant,  
20 (e) providing heating or ventilation systems that are not functional  
21 or are hazardous, (f) defective, hazardous, or missing electrical  
22 wiring or electrical service, (g) defective or hazardous exits that  
23 increase the risk of injury to occupants, and (h) conditions that  
24 increase the risk of fire.

25 (3) "Commercially reasonable manner," with respect to a sale of a  
26 deceased tenant's personal property, means a sale where every aspect  
27 of the sale, including the method, manner, time, place, and other  
28 terms, must be commercially reasonable. If commercially reasonable, a  
29 landlord may sell the tenant's property by public or private  
30 proceedings, by one or more contracts, as a unit or in parcels, and  
31 at any time and place and on any terms.

1 (4) "Comprehensive reusable tenant screening report" means a  
2 tenant screening report prepared by a consumer reporting agency at  
3 the direction of and paid for by the prospective tenant and made  
4 available directly to a prospective landlord at no charge, which  
5 contains all of the following: (a) A consumer credit report prepared  
6 by a consumer reporting agency within the past (~~thirty~~) 30 days;  
7 (b) the prospective tenant's criminal history; (c) the prospective  
8 tenant's eviction history; (d) an employment verification; and (e)  
9 the prospective tenant's address and rental history.

10 (5) "Criminal history" means a report containing or summarizing  
11 (a) the prospective tenant's criminal convictions and pending cases,  
12 the final disposition of which antedates the report by no more than  
13 seven years, and (b) the results of a sex offender registry and  
14 United States department of the treasury's office of foreign assets  
15 control search, all based on at least seven years of address history  
16 and alias information provided by the prospective tenant or available  
17 in the consumer credit report.

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

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

21 (8) "Distressed home conveyance" has the same meaning as in RCW  
22 61.34.020.

23 (9) "Distressed home purchaser" has the same meaning as in RCW  
24 61.34.020.

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

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

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

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

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

4 (a) The homeowner has defaulted on the mortgage and, under the  
5 terms of the mortgage, the mortgagee has the right to accelerate full  
6 payment of the mortgage and repossess, sell, or cause to be sold the  
7 property;

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

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

13 (i) The mortgagee;

14 (ii) A person licensed or required to be licensed under chapter  
15 19.134 RCW;

16 (iii) A person licensed or required to be licensed under chapter  
17 19.146 RCW;

18 (iv) A person licensed or required to be licensed under chapter  
19 18.85 RCW;

20 (v) An attorney-at-law;

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

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

24 (15) "Landlord" means the owner, lessor, or sublessor of the  
25 dwelling unit or the property of which it is a part, and in addition  
26 means any person designated as representative of the owner, lessor,  
27 or sublessor including, but not limited to, an agent, a resident  
28 manager, or a designated property manager.

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

32 (17) "Orders" means written official military orders, or any  
33 written notification, certification, or verification from the service  
34 member's commanding officer, with respect to the service member's  
35 current or future military status.

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

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

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

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

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

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

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

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

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

21 (25) "Qualified inspector" means a United States department of  
22 housing and urban development certified inspector; a Washington state  
23 licensed home inspector; an American society of home inspectors  
24 certified inspector; a private inspector certified by the national  
25 association of housing and redevelopment officials, the American  
26 association of code enforcement, or other comparable professional  
27 association as approved by the local municipality; a municipal code  
28 enforcement officer; a Washington licensed structural engineer; or a  
29 Washington licensed architect.

30 (26) "Reasonable attorneys' fees," where authorized in this  
31 chapter, means an amount to be determined including the following  
32 factors: The time and labor required, the novelty and difficulty of  
33 the questions involved, the skill requisite to perform the legal  
34 service properly, the fee customarily charged in the locality for  
35 similar legal services, the amount involved and the results obtained,  
36 and the experience, reputation and ability of the lawyer or lawyers  
37 performing the services.

38 (27) "Reasonable manner," with respect to disposing of a deceased  
39 tenant's personal property, means to dispose of the property by  
40 donation to a not-for-profit charitable organization, by removal of

1 the property by a trash hauler or recycler, or by any other method  
2 that is reasonable under the circumstances.

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

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

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

16 (31) A "single-family residence" is a structure maintained and  
17 used as a single dwelling unit. Notwithstanding that a dwelling unit  
18 shares one or more walls with another dwelling unit, it shall be  
19 deemed a single-family residence if it has direct access to a street  
20 and shares neither heating facilities nor hot water equipment, nor  
21 any other essential facility or service, with any other dwelling  
22 unit.

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

26 (33) "Tenant representative" means:

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

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

34 (c) In the absence of a personal representative under (a) of this  
35 subsection or a person claiming to be a successor under (b) of this  
36 subsection, a designated person; or

37 (d) In the absence of a personal representative under (a) of this  
38 subsection, a person claiming to be a successor under (b) of this  
39 subsection, or a designated person under (c) of this subsection, any  
40 person who provides the landlord with reasonable evidence that he or

1 she is a successor of the deceased tenant as defined in RCW  
2 11.62.005. The landlord has no obligation to identify all of the  
3 deceased tenant's successors.

4 (34) "Tenant screening" means using a consumer report or other  
5 information about a prospective tenant in deciding whether to make or  
6 accept an offer for residential rental property to or from a  
7 prospective tenant.

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

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

14 (37) "Subsidized housing" refers to rental housing for very low-  
15 income or low-income households that is a dwelling unit operated  
16 directly by a public housing authority or its affiliate, or that is  
17 insured, financed, or assisted in whole or in part through one of the  
18 following sources:

19 (a) A federal program or state housing program administered by  
20 the department of commerce or the Washington state housing finance  
21 commission;

22 (b) A federal housing program administered by a city or county  
23 government;

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

25 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and  
26 any of the surcharges authorized in chapter 43.185C RCW.

27 (38) "Transitional housing" means housing units owned, operated,  
28 or managed by a nonprofit organization or governmental entity in  
29 which supportive services are provided to individuals and families  
30 that were formerly homeless, with the intent to stabilize them and  
31 move them to permanent housing within a period of not more than  
32 twenty-four months, or longer if the program is limited to tenants  
33 within a specified age range or the program is intended for tenants  
34 in need of time to complete and transition from educational or  
35 training or service programs.

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

38 (1)(a) A landlord may not evict a tenant, refuse to continue a  
39 tenancy, or terminate a periodic tenancy except for the causes

1 enumerated in subsection (2) of this section and as otherwise  
2 provided in this subsection.

3 (b) If a landlord and tenant enter into a rental agreement that  
4 provides for the tenancy to continue for an indefinite period on a  
5 month-to-month or periodic basis after the agreement expires, the  
6 landlord may not terminate the tenancy except for the causes  
7 enumerated in subsection (2) of this section; however, a landlord may  
8 terminate such a tenancy at the end of the initial period of the  
9 rental agreement without cause only if:

10 (i) At the inception of the tenancy, the landlord and tenant  
11 entered into a rental agreement between six and 12 months; and

12 (ii) The landlord has provided the tenant before the end of the  
13 initial lease period at least 60 days' advance written notice  
14 terminating the tenancy, served in a manner consistent with RCW  
15 59.12.040.

16 (c) If a landlord and tenant enter into a rental agreement for a  
17 specified period in which the tenancy by the terms of the rental  
18 agreement does not continue for an indefinite period on a month-to-  
19 month or periodic basis after the end of the specified period, the  
20 landlord may terminate such a tenancy without cause upon expiration  
21 of the specified period only if:

22 (i) At the inception of the tenancy, the landlord and tenant  
23 entered into a rental agreement of 12 months or more for a specified  
24 period, or the landlord and tenant have continuously and without  
25 interruption entered into successive rental agreements of 12 months  
26 or more for a specified period since the inception of the tenancy;

27 (ii) The landlord has provided the tenant before the end of the  
28 specified period at least 60 days' advance written notice that the  
29 tenancy will be deemed terminated at the end of such specified  
30 period, served in a manner consistent with RCW 59.12.040; and

31 (iii) The tenancy has not been for an indefinite period on a  
32 month-to-month or periodic basis at any point since the inception of  
33 the tenancy.

34 (d) For all other tenancies of a specified period not covered  
35 under (b) or (c) of this subsection, and for tenancies of an  
36 indefinite period on a month-to-month or periodic basis, a landlord  
37 may not terminate the tenancy except for the causes enumerated in  
38 subsection (2) of this section. Upon the end date of the tenancy of a  
39 specified period, the tenancy becomes a month-to-month tenancy.

1 (e) Nothing prohibits a landlord and tenant from entering into  
2 subsequent lease agreements that are in compliance with the  
3 termination requirements in subsection (2) of this section.

4 (f) A tenant may terminate a tenancy for a specified time by  
5 providing notice in writing not less than 20 days prior to the ending  
6 date of the specified time.

7 (2) The following reasons listed in this subsection constitute  
8 cause pursuant to subsection (1) of this section:

9 (a) The tenant continues in possession in person or by subtenant  
10 after a default in the payment of rent, and after written notice  
11 requiring, in the alternative, the payment of the rent or the  
12 surrender of the detained premises has remained uncomplied with for  
13 the period set forth in RCW 59.12.030(3) for tenants subject to this  
14 chapter. The written notice may be served at any time after the rent  
15 becomes due;

16 (b) The tenant continues in possession after substantial breach  
17 of a material program requirement of subsidized housing, material  
18 term subscribed to by the tenant within the lease or rental  
19 agreement, or a tenant obligation imposed by law, other than one for  
20 monetary damages, and after the landlord has served written notice  
21 specifying the acts or omissions constituting the breach and  
22 requiring, in the alternative, that the breach be remedied or the  
23 rental agreement will terminate, and the breach has not been  
24 adequately remedied by the date specified in the notice, which date  
25 must be at least 10 days after service of the notice;

26 (c) The tenant continues in possession after having received at  
27 least three days' advance written notice to quit after he or she  
28 commits or permits waste or nuisance upon the premises, unlawful  
29 activity that affects the use and enjoyment of the premises, or other  
30 substantial or repeated and unreasonable interference with the use  
31 and enjoyment of the premises by the landlord or neighbors of the  
32 tenant;

33 (d) The tenant continues in possession after the landlord of a  
34 dwelling unit in good faith seeks possession so that the owner or his  
35 or her immediate family may occupy the unit as that person's  
36 principal residence and no substantially equivalent unit is vacant  
37 and available to house the owner or his or her immediate family in  
38 the same building, and the owner has provided at least 90 days'  
39 advance written notice of the date the tenant's possession is to end.  
40 There is a rebuttable presumption that the owner did not act in good



1 faith if the owner or immediate family fails to occupy the unit as a  
2 principal residence for at least 60 consecutive days during the 90  
3 days immediately after the tenant vacated the unit pursuant to a  
4 notice of termination using this subsection (2)(d) as the cause for  
5 termination;

6 (e) The tenant continues in possession after the owner elects to  
7 sell a single-family residence and the landlord has provided at least  
8 90 days' advance written notice of the date the tenant's possession  
9 is to end. For the purposes of this subsection (2)(e), an owner  
10 "elects to sell" when the owner makes reasonable attempts to sell the  
11 dwelling within 30 days after the tenant has vacated, including, at a  
12 minimum, listing it for sale at a reasonable price with a realty  
13 agency or advertising it for sale at a reasonable price by listing it  
14 on the real estate multiple listing service. There shall be a  
15 rebuttable presumption that the owner did not intend to sell the unit  
16 if:

17 (i) Within 30 days after the tenant has vacated, the owner does  
18 not list the single-family dwelling unit for sale at a reasonable  
19 price with a realty agency or advertise it for sale at a reasonable  
20 price by listing it on the real estate multiple listing service; or

21 (ii) Within 90 days after the date the tenant vacated or the date  
22 the property was listed for sale, whichever is later, the owner  
23 withdraws the rental unit from the market, the landlord rents the  
24 unit to someone other than the former tenant, or the landlord  
25 otherwise indicates that the owner does not intend to sell the unit;

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

29 (g) The tenant continues in possession after the owner elects to  
30 withdraw the premises to pursue a conversion pursuant to RCW  
31 64.34.440 or 64.90.655;

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

1 (i) The tenant continues in possession after an owner or lessor,  
2 with whom the tenant shares the dwelling unit or access to a common  
3 kitchen or bathroom area, has served at least 20 days' advance  
4 written notice to vacate prior to the end of the rental term or, if a  
5 periodic tenancy, the end of the rental period;

6 (j) The tenant continues in possession of a dwelling unit in  
7 transitional housing after having received at least 30 days' advance  
8 written notice to vacate in advance of the expiration of the  
9 transitional housing program, the tenant has aged out of the  
10 transitional housing program, or the tenant has completed an  
11 educational or training or service program and is no longer eligible  
12 to participate in the transitional housing program. Nothing in this  
13 subsection (2)(j) prohibits the termination of a tenancy in  
14 transitional housing for any of the other causes specified in this  
15 subsection;

16 (k) The tenant continues in possession of a dwelling unit after  
17 the expiration of a rental agreement without signing a proposed new  
18 rental agreement proffered by the landlord; provided, that the  
19 landlord proffered the proposed new rental agreement at least 30 days  
20 prior to the expiration of the current rental agreement and that any  
21 new terms and conditions of the proposed new rental agreement are  
22 reasonable. This subsection (2)(k) does not apply to tenants whose  
23 tenancies are or have become periodic;

24 (l) The tenant continues in possession after having received at  
25 least 30 days' advance written notice to vacate due to intentional,  
26 knowing, and material misrepresentations or omissions made on the  
27 tenant's application at the inception of the tenancy that, had these  
28 misrepresentations or omissions not been made, would have resulted in  
29 the landlord requesting additional information or taking an adverse  
30 action;

31 (m) The tenant continues in possession after having received at  
32 least 60 days' advance written notice to vacate for other good cause  
33 prior to the termination of the period or rental agreement and such  
34 cause constitutes a legitimate economic or business reason not  
35 covered or related to a basis for termination enumerated under this  
36 subsection (2). When the landlord relies on this basis for  
37 termination of the tenancy, the court may stay any writ of  
38 restitution for up to 60 additional days for good cause shown,  
39 including difficulty procuring alternative housing. The court must  
40 condition such a stay upon the tenant's continued payment of rent

1 during the stay period. Upon granting such a stay, the court must  
2 award court costs and fees as allowed under this chapter;

3 (n) (i) The tenant continues in possession after having received  
4 at least 60 days' written notice to vacate prior to the termination  
5 of the period or rental agreement and the tenant has committed four  
6 or more of the following violations, other than ones for monetary  
7 damages, within the preceding 12-month period, the tenant has  
8 remedied or cured the violation, and the landlord has provided the  
9 tenant a written warning notice at the time of each violation: A  
10 substantial breach of a material program requirement of subsidized  
11 housing, a substantial breach of a material term subscribed to by the  
12 tenant within the lease or rental agreement, or a substantial breach  
13 of a tenant obligation imposed by law;

14 (ii) Each written warning notice must:

15 (A) Specify the violation;

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

17 (C) State that the landlord may choose to terminate the tenancy  
18 at the end of the rental term if there are four violations within a  
19 12-month period preceding the end of the term; and

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

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

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

27 (B) Specify the reason for the termination and supporting facts;  
28 and

29 (C) Be served to the tenant concurrent with or after the fourth  
30 or subsequent written warning notice;

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

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

35 (vi) This subsection (2) (n) does not absolve a landlord from  
36 demonstrating by admissible evidence that the four or more violations  
37 constituted breaches under (b) of this subsection at the time of the  
38 violation had the tenant not remedied or cured the violation;

39 (o) The tenant continues in possession after having received at  
40 least 60 days' advance written notice to vacate prior to the

1 termination of the rental period or rental agreement if the tenant is  
2 required to register as a sex offender during the tenancy, or failed  
3 to disclose a requirement to register as a sex offender when required  
4 in the rental application or otherwise known to the property owner at  
5 the beginning of the tenancy;

6 (p) The tenant continues in possession after having received at  
7 least 20 days' advance written notice to vacate prior to the  
8 termination of the rental period or rental agreement if the tenant  
9 has made unwanted sexual advances or other acts of sexual harassment  
10 directed at the property owner, property manager, property employee,  
11 or another tenant based on the person's race, gender, or other  
12 protected status in violation of any covenant or term in the lease.

13 (3) When a tenant has permanently vacated due to voluntary or  
14 involuntary events, other than by termination of the tenancy by the  
15 landlord, a landlord must serve a notice to any remaining occupants  
16 who had coresided with the tenant at least six months prior to and up  
17 to the time the tenant permanently vacated, requiring the occupants  
18 to either apply to become a party to the rental agreement or vacate  
19 within 30 days of service of such notice. In processing any  
20 application from a remaining occupant under this subsection, the  
21 landlord may require the occupant to meet the same screening,  
22 background, and financial criteria as would any other prospective  
23 tenant to continue the tenancy. If the occupant fails to apply within  
24 30 days of receipt of the notice in this subsection, or the  
25 application is denied for failure to meet the criteria, the landlord  
26 may commence an unlawful detainer action under this chapter. If an  
27 occupant becomes a party to the tenancy pursuant to this subsection,  
28 a landlord may not terminate the tenancy except as provided under  
29 subsection (2) of this section. This subsection does not apply to  
30 tenants residing in subsidized housing.

31 (4) A landlord who removes a tenant or causes a tenant to be  
32 removed from a dwelling in any way in violation of this section is  
33 liable to the tenant for wrongful eviction, and the tenant prevailing  
34 in such an action is entitled to the greater of their economic and  
35 noneconomic damages or three times the monthly rent of the dwelling  
36 at issue, and reasonable attorneys' fees and court costs.

37 (5) Nothing in subsection (2)(d), (e), or (f) of this section  
38 permits a landlord to terminate a tenancy for a specified period  
39 before the completion of the term unless the landlord and the tenant

1 mutually consent, in writing, to early termination and the tenant is  
2 afforded at least 60 days to vacate.

3 (6) All written notices required under subsection (2) of this  
4 section must:

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

6 (b) Identify the facts and circumstances known and available to  
7 the landlord at the time of the issuance of the notice that support  
8 the cause or causes with enough specificity so as to enable the  
9 tenant to respond and prepare a defense to any incidents alleged. The  
10 landlord may present additional facts and circumstances regarding the  
11 allegations within the notice if such evidence was unknown or  
12 unavailable at the time of the issuance of the notice.

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

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

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

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

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

1 64.34.440(1), to effectuate such change. The (~~one hundred twenty~~  
2 ~~day~~) 120-day notice is in lieu of the notice required in subsection  
3 (1) of this section. However, if after providing the (~~one hundred~~  
4 ~~twenty day~~) 120-day notice the change to a condominium form of  
5 ownership is delayed, the notice requirements in subsection (1) of  
6 this section apply unless waived by the tenant.

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

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

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

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

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

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

38 (~~(3) A person in violation of subsection (2)(c)(i) of this~~  
39 ~~section may be held liable in a civil action up to three times the~~

1 ~~monthly rent of the real property at issue. The prevailing party may~~  
2 ~~also recover court costs and reasonable attorneys' fees.))~~

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

5 (1) ~~((In all))~~ Except as limited under section 2 of this act, in  
6 cases where premises are rented for a specified time, by express or  
7 implied contract, the tenancy shall be deemed terminated at the end  
8 of such specified time upon notice consistent with section 2 of this  
9 act, served in a manner consistent with RCW 59.12.040.

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

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

22 (b) The service member is prematurely or involuntarily discharged  
23 or released from active duty;

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

28 (d) After entering into a rental agreement, the commanding  
29 officer directs the service member to move into government provided  
30 housing;

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

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

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

3       (1) (a) Any provision of a lease or other agreement, whether oral  
4 or written, whereby any section or subsection of this chapter is  
5 waived except as provided in RCW 59.18.360 and shall be deemed  
6 against public policy and shall be unenforceable. Such  
7 unenforceability shall not affect other provisions of the agreement  
8 which can be given effect without them.

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

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

12       (a) Agrees to waive or to forgo rights or remedies under this  
13 chapter; or

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

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

18       (d) Agrees to the exculpation or limitation of any liability of  
19 the landlord arising under law or to indemnify the landlord for that  
20 liability or the costs connected therewith; or

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

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

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

36       (4) The common law right of the landlord of distress for rent is  
37 hereby abolished for property covered by this chapter. Any provision  
38 in a rental agreement creating a lien upon the personal property of  
39 the tenant or authorizing a distress for rent is null and void and of  
40 no force and effect. Any landlord who takes or detains the personal



1 property of a tenant without the specific written consent of the  
2 tenant to such incident of taking or detention, and who, after  
3 written demand by the tenant for the return of his or her personal  
4 property, refuses to return the same promptly shall be liable to the  
5 tenant for the value of the property retained, actual damages, and if  
6 the refusal is intentional, may also be liable for damages of up to  
7 ((~~five hundred dollars~~)) \$500 per day but not to exceed ((~~five~~  
8 ~~thousand dollars~~)) \$5,000, for each day or part of a day that the  
9 tenant is deprived of his or her property. The prevailing party may  
10 recover his or her costs of suit and a reasonable attorneys' fee.

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

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

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

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

31 (2) When he or she, having leased property for an indefinite time  
32 with monthly or other periodic rent reserved, continues in possession  
33 thereof, in person or by subtenant, after the end of any such month  
34 or period, when the landlord, more than ((~~twenty~~)) 20 days prior to  
35 the end of such month or period, has served notice (in manner in RCW  
36 59.12.040 provided) requiring him or her to quit the premises at the  
37 expiration of such month or period;

38 (3) When he or she continues in possession in person or by  
39 subtenant after a default in the payment of rent, and after notice in

1 writing requiring in the alternative the payment of the rent or the  
2 surrender of the detained premises, served (in manner in RCW  
3 59.12.040 provided) on behalf of the person entitled to the rent upon  
4 the person owing it, has remained uncomplied with for the period of  
5 three days after service, or for the period of (~~fourteen~~) 14 days  
6 after service for tenancies under chapter 59.18 RCW. The notice may  
7 be served at any time after the rent becomes due. For the purposes of  
8 this subsection and as applied to tenancies under chapter 59.18 RCW,  
9 "rent" has the same meaning as defined in RCW 59.18.030;

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

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

33 (6) A person who, without the permission of the owner and without  
34 having color of title thereto, enters upon land of another and who  
35 fails or refuses to remove therefrom after three days' notice, in  
36 writing and served upon him or her in the manner provided in RCW  
37 59.12.040. Such person may also be subject to the criminal provisions  
38 of chapter 9A.52 RCW; or

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

1        NEW SECTION.    **Sec. 7.**    This act is necessary for the immediate  
2 preservation of the public peace, health, or safety, or support of  
3 the state government and its existing public institutions, and takes  
4 effect immediately."

**ESHB 1236 - S AMD 576**  
By Senator Mullet

**NOT ADOPTED 04/08/2021**

5        On page 1, line 4 of the title, after "termination;" strike the  
6 remainder of the title and insert "amending RCW 59.18.220 and  
7 59.12.030; reenacting and amending RCW 59.18.030, 59.18.200, and  
8 59.18.230; adding a new section to chapter 59.18 RCW; prescribing  
9 penalties; and declaring an emergency."

EFFECT: (1) Provides that any rental agreement providing for the tenancy to continue on a month-to-month or periodic basis after the agreement expires may only be terminated by one of the specific enumerated causes.

(2) Authorizes a landlord to terminate a rental agreement at the end of the initial period of the rental agreement without cause only if the rental agreement is between six and 12 months and at least 60 days' written notice is provided.

(3) Provides that any rental agreement for a specified period that does not provide for the tenancy to continue on a month-to-month or periodic basis after the agreement expires may only be terminated without cause if: The rental agreement at inception is for 12 months or more or the tenancy has had continual successive rental agreements of 12 months or more since inception of tenancy, 60 day's advance written notice is provided, and the tenancy was never on a month-to-month or periodic basis since inception and during the tenancy.

(4) Removes language requiring landlords to offer tenants a repayment plan if there is unpaid rent accrued between March 1, 2020, and the end of a declared federal or state public health emergency related to the COVID-19 pandemic.

(5) Provides that tenants who continue in possession of any dwelling unit, and not limited to subsidized housing units, and do not sign a proposed new rental agreement that is reasonable is subject to cause for termination if the proposed new rental agreement is offered at least 30 days before the rental agreement expires.

(6) Clarifies that a tenant must have failed to disclose a requirement to register as a sex offender when required in the rental application to be subject to a 20 days' written notice to vacate.

(7) Modifies provisions addressing any remaining occupants after a tenant vacates the tenancy by requiring the landlord to provide notice to occupants that have coresided at least six months prior to the tenant vacating and requiring such occupants to apply to become a party to the rental agreement or vacate within 30 days of the notice served by the landlord.

(8) Makes technical corrections and other clarifying amendments.

--- **END** ---